

# Resettlement Plan

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**PUBLIC**

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## Tuvalu: Funafuti Water Supply and Sanitation Project

Prepared by EGIS/Scope Consultants in coordination with the Funafuti Water and Sanitation Project – Project Management Unit, the Water and Sanitation Division of the Public Works Department of the Ministry of Public Works, Infrastructure Development, and Water, the Climate Change Department of the Ministry of Home Affairs, Climate Change, and Environment, and the Department of Lands of the Office of the Prime Minister for the Asian Development Bank (ADB).

## CURRENCY EQUIVALENTS

(as of 9 April 2024)

Currency Unit	–	Australian dollar (A\$)
A\$1.00	=	\$0.66
\$1.00	=	A\$1.51

## ABBREVIATIONS

ADB	–	Asian Development Bank
APs	–	Affected Persons
CSOs	–	Civil Society Organisations
DoL	–	Department of Lands and Survey, MNRD, GoT
EA	–	Executing Agency
EGM	–	Effective Gender Mainstreaming
ESU	–	Environment and Social Unit
FK	–	Funafuti Kaupule (Town Council/local government)
GoT	–	Government of Tuvalu
IA	–	Implementing Agency
IR	–	Involuntary Resettlement
MFED	–	Ministry of Finance and Economic Development
MNRD	–	Ministry of Natural Resources Development, GoT
MPWIDW	–	Ministry of Public Works, Infrastructure Development, and Water, GoT
NGO	–	Non-Governmental Organization
NISC	–	National Infrastructure Steering Committee
PAM	–	Project Administration Manual
PMU	–	Project Management Unit
PRF	–	Project Readiness Financing
PWD	–	Public Works Department, GoT
RO	–	Reverse Osmosis
RP	–	Resettlement Plan
RWH	–	Rainwater harvesting
SPS	–	Safeguards Policy Statement
TA	–	Technical Assistance
TKIII	–	National Strategy for Sustainable Development
USD	–	United States Dollar
USP	–	University of the South Pacific
WSD	–	Water and Sanitation Division, MPWIDW, GoT

## NOTES

- (i) The fiscal year (FY) of the Government of Tuvalu will change in 2024. While previous FYs ended on 31 December, FYs will end on 30 June starting on 1 January 2024. “FY” before a calendar year denotes the year in which the fiscal year ends, e.g., FY 2023 ends on 30 June 2023 and FY2024 ends on 30 June 2024.
- (ii) In this report, “\$” refers to United States dollars unless otherwise stated.

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## EXECUTIVE SUMMARY

This Resettlement Plan (RP) has been prepared by the consultant team engaged under Grant-6301 TUV: Funafuti Water and Sanitation Project – Project Readiness Financing (PRF) to prepare the proposed Funafuti Water Supply and Sanitation Project (FWSSP). Both the PRF and the proposed FWSSP are administered by the Government of Tuvalu (GoT) with funding from the Asian Development Bank (ADB). This Resettlement Plan identifies involuntary resettlement impacts based on concept designs of water supply and sanitation services improvement sub-projects under Outputs 1 and 2. These sub-projects are the core components of the FWSSP.

- i) Central Business District and all urban areas of Funafuti – piped water supply network; new reverse osmosis (RO) desalination plant; two elevated reservoirs;
- ii) North Lofeagai – construction of new septage drying beds, wastewater treatment plant and a dispersed ocean outfall and installation of three (3) septic tanks, as pilot; repair sanitation facilities at school and health center; and
- iii) Procurement packages – in particular, supply of rainwater harvesting and storage materials for outer islets (Papaelise, Amatuku and Funafala islets).

These components have been selected from a Water Supply Master Plan for Funafuti and a Sanitation Master Plan prepared under the PRF Phase 1 feasibility study. Phase 2 (designated as the detailed engineering phase) of the PRF study is yet to be undertaken.

The project consultant has carried out feasibility studies on the potential water supply and sanitation subprojects on the main island (Fongafale Island) of Funafuti Atoll and the other three inhabited islands of the atoll group, Amatuku Island to the north and Papaelise and Funafala Islands to the south (Figure 1). This Due Diligence Report is part of the wider feasibility studies.

This Project is assessed as Category B on involuntary resettlement. This is due to the need to lease private-owned lands belonging to families in the project sites plus several other minor project induced resettlement impacts. This Draft Resettlement Plan (RP) has been prepared by the Project Readiness Financing (PRF) Consultant in coordination with the Water Supply Division (WSD) of the Public Works Department (PWD) of the Ministry of Public Works, Infrastructure Development, and Water (MPWIDW), as part of the Phase 1 from October 2021 to December 2022.

The Project is funded by ADB and includes the required information as specified in the ADB Safeguard Policy Statement, 2009. This draft RP is based on two (2) site visits, interviews, focus group discussions, and community consultations carried out between January and September 2022.

The preparation of this RP was carried out with WSD/PWD to identify the proposal to build a public water supply piped network with customer service connections throughout the Funafuti urban area and to improve the security, safety, and public health aspects of sanitation through this urban area. The project, as design, will also increase the capacity and reliability of existing water supply and sanitation on three small, inhabited islands forming part of the Funafuti atoll group. These islands are Amatuku Island to the north, and Papaelise and Funafala Islands to the south of the main Fongafale Island, where Funafuti is located.

Land ownership status for all proposed sites was confirmed by the Department of Lands, Tuvalu following site identification, land title search, and provision of project scope to date.

**Land Requirement.** There is no expected risk of landlessness, loss of home, and/or loss of major income source across all project sites. No residential structure will be affected. However, the project will need the Government to lease around 3,190 m<sup>2</sup> belonging to five affected persons (APs) is to be leased by the project for the sanitation component from a currently unused rural land allotment located some 7.5 km north of the current Funafuti urban area. This site borders a relatively new Government lease, created in 2018, and just to the south, for the solid waste dumpsite operations.

All project sites, except this rural site, will see construction of water supply and sanitation facilities occurring only on existing Government acquired and leased land for Government occupation and operation. Details of the Government and Funafuti Kaupule (FK) lease payments for 2021/22 are provided in the annex.

To reduce impacts to privately-owned lands, the sub-projects will utilize Government leased lands where technically feasible by using road corridors, public parks, and lands adjacent to Government buildings for constructing the water supply piped network, elevated reservoirs, and other associated infrastructure. Road corridors will be utilized throughout the urban area of Funafuti. See attached letter of agreement from FK.

### **Affected Persons**

**Water supply.** No APs will be impacted under the proposed construction of the main piped water supply network, pump station at PWD, as well as two elevated reinforced tanks and the reverse osmosis (RO) desalination plant units, which will be located in existing PWD buildings, and at the government leased QEII park area. This is no expected risk or impact to third parties to facilitate these connections.

**Sanitation.** There will be five (5) APs to be affected by the construction of septage drying beds that will require the leasing a total area of 3,1990m<sup>2</sup> located in seven previously allotted lands.

The Government approach to secure the land is through lease agreement, which is an established process and occurring in other ongoing ADB-financed projects in Tuvalu.

**Legacy Issue.** A legacy issue was identified during the project preparation. This revolved around the difference between the land lease rate preferred by landowners as against a lower rate offered by the government. This has been ongoing for a few years now and is not expected to be resolved soon however by signing a memorandum of agreement between the government and the landowners the project has secured consent to construct the infrastructures in the project private lands with final rates to be agreed and compensation paid prior to civil works construction starting.

**Key Stakeholders.** There are three categories of stakeholders under this project: (i) Government, (ii) private sector including business owners and landowners, and (iii) the public (i.e., communities within the four inhabited islands that comprise Funafuti atoll). The government stakeholders include: (i) Office of the Prime Minister (OPM) including Department of Lands and the Department of Gender Affairs; (ii) Ministry of Finance and Economic Development; (iii) Ministry of Home Affairs, Climate Change, and Environment, including the Climate Change Department; (iv) Ministry of Public Works, Infrastructure Development, and Water (MPWIDW); and (v) Ministry of Health and Social Welfare.

**Stakeholder Consultations.** The Team consulted with the major stakeholders during site visits from 14 May to 22 June 2022, 14 to 29 September 2022, and again 14 to 17 May 2023 in all sub-project communities. In total, at least 48 people were consulted during these consultations including 26 females (54%) during site visits and FWSSP awareness meetings.

Initial consultations in all subproject sites indicated a high level of support from the consulted communities including the affected church-run schools, business owners and the residential lot owners due to ongoing experiences with droughts and rising sea-levels causing groundwater level rise into household septic systems.

The project team contacted and consulted the *Ulu fenua* and the *Matai* (the island chief and the clan leaders) of the native land located at North Lofeagai.

**Entitlements.** The *Ulu fenua* and the *Matai* of landowners of the native land located at North Lofeagai is considered an affected person (AP), thus entitled to compensation under the sanitation sub-project entitlement matrix shown below.

Type of Loss	Specification	Affected People	Compensation Entitlements
Permanent loss of urban or rural land	All land losses independent of impact severity	Landowners	<ul style="list-style-type: none"> <li>• Long term sub-lease based on the current Tuvalu government lease rates<sup>1</sup> which shall be reviewed every 5 years.</li> <li>• Provision of all legal and other expenses associated with the lease.</li> <li>• Compensation will be paid for unaffected portions of plots if they become unviable or have their usage rights altered after impact occurs.</li> <li>• Compensation will be paid for existing physical assets (such as and not limited to existing housing structures, water storage facilities and pig pans) as well as for removal of any trees, plants or soils, sand and gravel on the demised land.</li> <li>• Compensation for the Landowner for pollution and erosion of the demised land.</li> <li>• Payment for the affected assets/improvements on the land to be leased.</li> <li>• Payment to lessee the lease rate in advance by the 1<sup>st</sup> of September of each year.</li> </ul>
Community assets	Loss or damage to public infrastructure and utilities	Utility companies, public services	<ul style="list-style-type: none"> <li>• Rehabilitation/replacement of affected utilities (i.e., underground electricity and telecommunication cables, footpaths, roads, schools, health centers, etc.) to pre-program level at cost to the project.</li> </ul>
Any other loss not identified			<ul style="list-style-type: none"> <li>• Unanticipated impacts shall be documented and mitigated based on the principles provided in ADB's involuntary resettlement policy</li> </ul>

<sup>1</sup> The current Tuvalu Government lease rates per acre per year are as follows:

1. Commercial / Urban is seven thousand and five hundred dollars (A\$7,500);
2. \*Non-Commercial / Urban is six thousand dollars (A\$6,000);
3. \*Commercial / Rural is five thousand dollars (A\$5,000);
4. \*Non-Commercial / Rural is four thousand five hundred dollars (A \$4,500).

**Budget.** The table below shows the estimated budget to be provided by the Government to implement the LAR activities for the FWSSP subprojects. A total amount of A\$239,470.00 (USD 167,625.65) is the estimated cost to implement this Resettlement Plan.

S.N.	Items	Cost (A\$)	Cost (USD)
<b>A</b>	<b>Lease Payment</b>		
1	Sanitation facilities in Lofeagai - 0.77-acre land x A\$ 7,500/acre/year x 25 years <sup>2</sup>	144,375.00	101,060.48
2	Two (2) water reservoir towers – (land requirement, 625 m <sup>2</sup> per water tower): 1,250m <sup>2</sup> (0.31 acre) land x A\$ 7,500/acre/year x 25 years	58,125.00	40,686.69
3	Damage to structures <sup>3</sup>	0.00	0.00
4	Damage to crops/trees <sup>4</sup>	5,000.00	3,499.93
	<b>Sub-total (A)</b>	<b>207,500.00</b>	<b>145,247.10</b>
<b>B</b>	<b>Implementation</b>		
1	Land Survey (DMS)	10,000	7,000
2	Consultations with APs	200	140
	<b>Sub-total (B)</b>	<b>10,200</b>	<b>7,140</b>
	<b>A + B Total</b>	<b>217,700.00</b>	<b>152,386.95</b>
	Contingency (10%)	21,770.00	15,238.70
	<b>TOTAL (A\$ &amp; USD)</b>	<b>239,470.00</b>	<b>167,625.65</b>

Source: PRF Study Consultants

**Grievance Redress Mechanism.** Below the grievance redress mechanism during the subprojects' construction, outlines the procedures how complainants will be able to file complaints and achieve resolution.

<b>GRIEVANCE RESOLUTION PROCESS</b>	
If an AP has any concern or grievance about the project, at any stage, they can submit a grievance to any level of their choosing. The recommended process is as follows:	
<b>Stages in Response Handling</b>	<b>Required Activities</b>
Contractor (Construction phase)	Receives grievance on site at the site office through its community liaison officer. Registers complaints (including verbal). Will provide feedback immediately, if possible, and report this immediately (within 24 hours) to PMU.
PMU - Grievance Focal Point (GFP) and Coordinator	Grievance Focal Point (PMU) verbally responds to questions and or complaints. If no response within one week or response is unsatisfactory, AP

<sup>2</sup> Please refer to appendix F for more information (allotment size).

<sup>3</sup> No damages to existing infrastructure identified at the sanitation site; however, the existing water cistern in PWD will need to be demolished to build the water tower. During this process, a storage tank will be built on the base of the tower to compensate for the loss of water storage capacity.

<sup>4</sup> Trees and vegetation along the coastline near the sanitation facility at Lofeagai will be compensated to the landowners after a survey is carried out by the Lands department and the Funafuti Kaupule. An approximation of A\$5,000 AUD is used for budgeting purposes which is subjected to change.



	prepares a grievance in writing (utilize standard forms if available).
Project Implementation Assistance Consultant (PIAC)	This could be done after initial notification of grievance through the Grievance Focal Point and Coordinator (PMU), Contractor's site office, or through the PIAC (Resident Engineer/Project Coordinator).
PMU - Social Safeguards - Community Liaison Officer	Registers the written complaint and attempts to resolve it with the AP within one week. If a solution is not reached, the PMU refers it to the Ministry, MPWIELMD
Ministry, MPWIDW (Secretary and department heads)	Ministry department heads and secretary, MPWIDW registers the complaint and works together with the PMU in the resolution provides a decision within one week.  If the decision is still unacceptable to the AP, she/he may take it before the Land (or other relevant) Court, with all costs paid for by the project.
Land (or other) Court/Magistrates Court	The court hears the case and makes a final decision that is binding on all parties.

For grievances involving Sexual abuse, exploitation or harassment (SEAH), the ADB Guidance note on SEAH will be utilized as a guide (<https://www.adb.org/documents/good-practice-seah-adb-financed-projects>).

**Implementation Timetable.** As per Crown Acquisition of Lands Act (1954) and the Department of Lands' internal policies and procedures, there are about 16 steps to secure the lease title to the proposed sub-project sites and approximately seven months to execute for each sub-project. The lease process in all sub-projects, however, could be undertaken in parallel with each other, (which would take approximately six months) to attempt to secure this for all locations within this period, if possible. This estimate was based on recent lease agreement carried out by Government for other ADB funded projects.

S.N.	Activities	Estimated Time	In-Charge
1	Confirmation of land requirement and initial identification of landowner(s) through title search <i>(Note: If unregistered land or landowner not identified, the Department of Lands (DoL), to conduct a land survey as the project proponent)</i>	2-3 weeks	Consultants/PMU
2	Receive letter from the GoT in regards to the approval from Government and landowners to use existing government leased land for the construction of the elevated reservoirs in PWD and QEII park.	2 weeks	DoL/PMU/Ministry
3	Contact landowner through site visit to inform about the project.	1 week	Consultants/PMU
4	Meet with landowner(s) to confirm initial agreement to lease the land	1 week	Consultants/PMU
5	Verify land ownership status, government land valuation and market valuation	2 weeks	DoL Consultants/PMU Private Valuer
6	Management of legacy issue, if applicable:	1 month	PMU/DoL/FK

S.N.	Activities	Estimated Time	In-Charge
	Manage the legacy lease issue on Funafuti through a signed MOU (GoT to provide)		
7	Carry out inventory of losses in the affected land allotments in the location of the third elevated reservoir and the third elevated reservoir site in North Lofeagai.	1 week	PMU/DoL/DoE/FK
8	Determine and agree proposed compensation amount with DoL/PMU before negotiation with landowner.	2 weeks	DoL Consultants/PMU
9	Organize follow-up meeting with landowner, or representative, to negotiate lease price	2 weeks	DoL Consultants/PMU
10	Allow time for landowner, or representative, to consult with family and own land valuer	2-3 weeks	Landowner
11	Prepare government lease form and compensation agreement form	1-2 weeks	DoL - Land Leasing Officer
12	Facilitate signing and payment of lease form and compensation agreement (50% payment or as per agreement) with landowner(s) with <u>Third-Party Validation</u> <sup>5</sup>	1 day	DoL Consultants/PMU
13	Provide signed lease for project site(s) for water supply and at Lofeagai North for wastewater treatment and disposal site.	2 weeks	DoL/PMU
14	Compile forms and consult DoL for Minister's endorsement to get to Cabinet for approval	1 week	DoL Consultants/PMU
15	Submit for Cabinet approval	1-2 weeks	DoL
16	Payment (final 50% or as per agreement with landowners)	1 day	DoL Consultants/PMU
17	PMU to collect Deed of Lease from DoL Leasing Officer	2-3 weeks or 1 week (if priority)	DoL Consultants/PMU
18	Final land survey and submission to DoL for filing	1 week	Consultants/PMU
19	Update the Draft RP once MOA had been signed and signed lease for Lofeagai North for wastewater treatment and disposal site as well as the third elevated reservoir has been provided	1-2 weeks	PMU
20	Proponent submits the Deed of Lease and compensation completion report to ADB	1 week	DoL Consultants/PMU
	<b>Estimate Time Frame</b>	<b>7.5 months</b>	
21	Commencement of civil works		

DoE = Department of Environment; DoL = Department of Lands; FK = Funafuti Kaupule; GoT = Government of Tuvalu; MOU = Memorandum of Understanding; PMU = Project Management Unit; PWD = Public Works Department; QEII = Queen Elizabeth II; RP = Resettlement Plan.

<sup>5</sup> A Third-Party Validator could be someone who is a respected member of the general community who could certify that the affected person entered into the agreement without coercion and with informed consent.

**Follow-Up Actions.** A Resettlement Plan is required for this project as the sanitation subproject will require the acquisition of one plot of land – 3,190m<sup>2</sup> at Lofeagai North on Fongafale Islet. For all other subprojects delivered under FWSSP, the scope of work will be confined within government leased land (roads, footpaths) and government buildings, in which RWH cisterns are located.

This RP will be updated including the resolution outcomes addressing land legacy issues on Funafuti prior to civil works commencing. Civil works cannot commence until the RP is submitted and approved by ADB and compensation has been paid to APs. The following actions are required to be actioned by PMU to facilitate final updating of the RP and commencement of civil works:

- (i) Facilitate resolution of legacy lease issue on Funafuti through a signed MOU between the landowners and PWD (PWD to provide); and
- (ii) Provide signed lease agreement for site at Lofeagai North for wastewater treatment and disposal site (PMU), as well as for 3<sup>rd</sup> elevated reservoir site.

**Monitoring and Reporting.** The primary objective of monitoring is to identify as early as possible the activities achieved and the cause(s) of constraints so that the arrangements in the RP implementation can be adjusted. Also, another objective of monitoring is to collect Affected Person's feedback on the RP implementation and required corrective actions, if applicable. Monitoring is essential because RP implementation is often the critical path for any project where civil works are involved due to issues of land acquisition (lease), compensation, and resettlement that may cause a delay in civil works. The early identification of the causes of delay will enable the PMU (with support from the PMU consultants), to prepare the mitigating measures during RP implementation.

All RP tasks will be monitored internally monthly, and progress reported to the government and ADB on a semi-annual basis. Monitoring will be carried out by the PMU Safeguards Unit, with the assistance of the social safeguard specialist(s), FK, Contractor or PIAC. All data collected will be disaggregated by gender. These will be collected and will be reported monthly to the PMU to assess the RP implementation progress and adjust the work plan if necessary. These reports will be consolidated in the supervision reports for ADB and submitted semi-annually.



## I. PROJECT DESCRIPTION

1. **Background.** The Government of Tuvalu has requested Asian Development Bank (ADB) assistance to support the water and sanitation sector in Funafuti. Given the importance and magnitude of the proposed water and sanitation project, a project readiness financing (PRF) project is required to ensure high-level readiness of the ensuing projects, and timely and cost-effective achievement of project outcomes.

2. Funafuti faces many urban challenges seen in other cities, particularly inadequate water supply and sanitation services, and an increasingly high rate of communicable diseases. The groundwater is unsuitable for drinking because of saltwater intrusion and anthropogenic contamination. Rainwater harvesting is the primary source of drinking water all over the country. Despite high average annual rainfall (3,483 millimeters), Funafuti frequently experiences short dry periods. Dry periods longer than 10 days typically result in water shortages, which require desalinated water to be delivered via trucks to household and community tanks.<sup>1</sup> The desalination plant, with a capacity of 180 cubic meters per day, is operated by the Government through the Public Works Department (PWD), a division of the Ministry of Public Works, Infrastructure Development, and Water (MPWIDW). The desalination plant's capacity cannot meet demand during severe droughts and the existing water storage capacity in Funafuti limits resilience to prolonged drought.

3. Most households rely on on-site sanitation facilities as Funafuti has no centralized sewer system. About 86% of households have flush toilets with septic tanks, 7% have pour- flush pit latrines, and 3% have composting toilets.<sup>2</sup> However, most septic tanks are poorly constructed, with no desludging, and are breached during flood events.<sup>3</sup> Open defecation occurs in Funafuti as some households have limited or no sanitation facilities.

4. A recent sanitation review concluded that most people in Funafuti are aware of issues relating to sanitation, hygiene, water management, and water resource degradation and depletion.<sup>4</sup> Despite the residents' desire to tackle these issues and disseminate knowledge on good hygiene practices, hygiene behaviors in Funafuti are negatively influenced by the lack of water and sanitation facilities. A 2015 Yale University report concluded that decreased water availability in the 2011 drought and poor hygiene behaviors resulted in a large outbreak of diarrhea, particularly among infants.<sup>5</sup> The report concluded that further interventions are required to mitigate the health impacts of droughts. Improved programs are required to promote sustained hygiene awareness and behavior and safety of drinking water.

5. The Government of Tuvalu, the Ministry of Finance and Economic (MFED), and the Water and Sanitation Department (WSD) of the Ministry of Public Works, Infrastructure Development, and Water (MPWIDW) gratefully acknowledge the funding by the Asian Development Bank (ADB) through project readiness financing (PRF) for the preparation and design of the Funafuti Water Supply and Sanitation Project (FWSSP). The Government of Tuvalu and the WSD also

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<sup>1</sup> The Public Works Department (PWD) delivers desalinated water to community tanks for free for collection by residents as well as households on order. Households are charged A\$27 per 500 gallons (\$8.16 per cubic meter) for delivery

<sup>2</sup> Government of Tuvalu. 2012. Population and Housing Census. Funafuti.

<sup>3</sup> The PWD charges A\$60 to empty household septic tanks. The septic trucks typically discharge untreated sewage directly offshore at the north end of Fongafale islet.

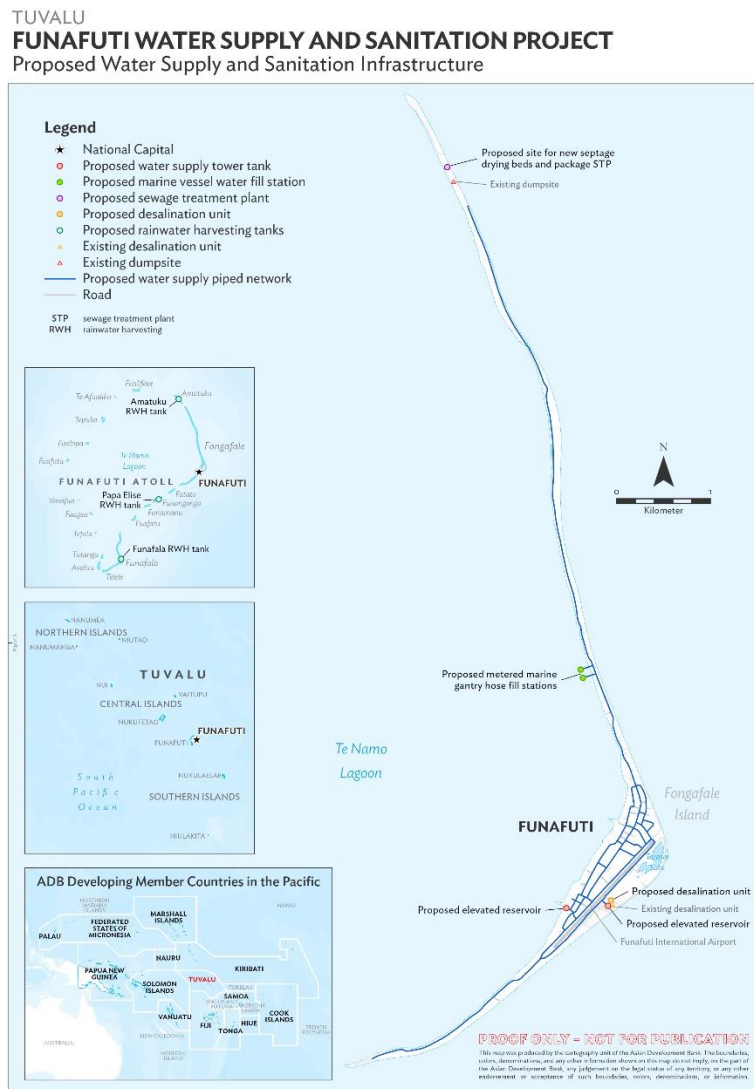
<sup>4</sup> J. Dennis. 2019. Sanitation Review: Funafuti, Tuvalu. Unpublished

<sup>5</sup> J. Emont. 2015. Drought As A Climatic Driver Of An Outbreak Of Diarrhoea In Tuvalu, South Pacific. New Haven

acknowledge the input of EGIS MARITIME France and SCOPE Engineering Fiji in the preparation and design of this project.

- 6. FWSSP is designed to provide outcomes in the following areas:
  - Output 1: Climate-resilient and inclusive drinking water supply infrastructure provided.
  - Output 2: Adapted, resilient, and safely managed sanitation services provided.
  - Output 3: Institutional capacity and public awareness on climate-resilient and inclusive WASH strengthened

**Figure 1: Map of Funafuti Showing the Location of the Proposed Water Supply and Sanitation Infrastructure Under the Funafuti Water Supply and Sanitation Project**



7. Funafuti atoll consists of 29 islets, see Figure 2, of which 4 islets are inhabited. The populations for each inhabited island in Funafuti atoll group, as available from the the 2020 COVID 19 household survey, are as follows: (i) Amatuku – population 61; households 10; (ii) Fongafale

– population 5,801; households 943; (iii) Papealise – population 27; households 4; and (iv) Funafala – population 53; households 9.

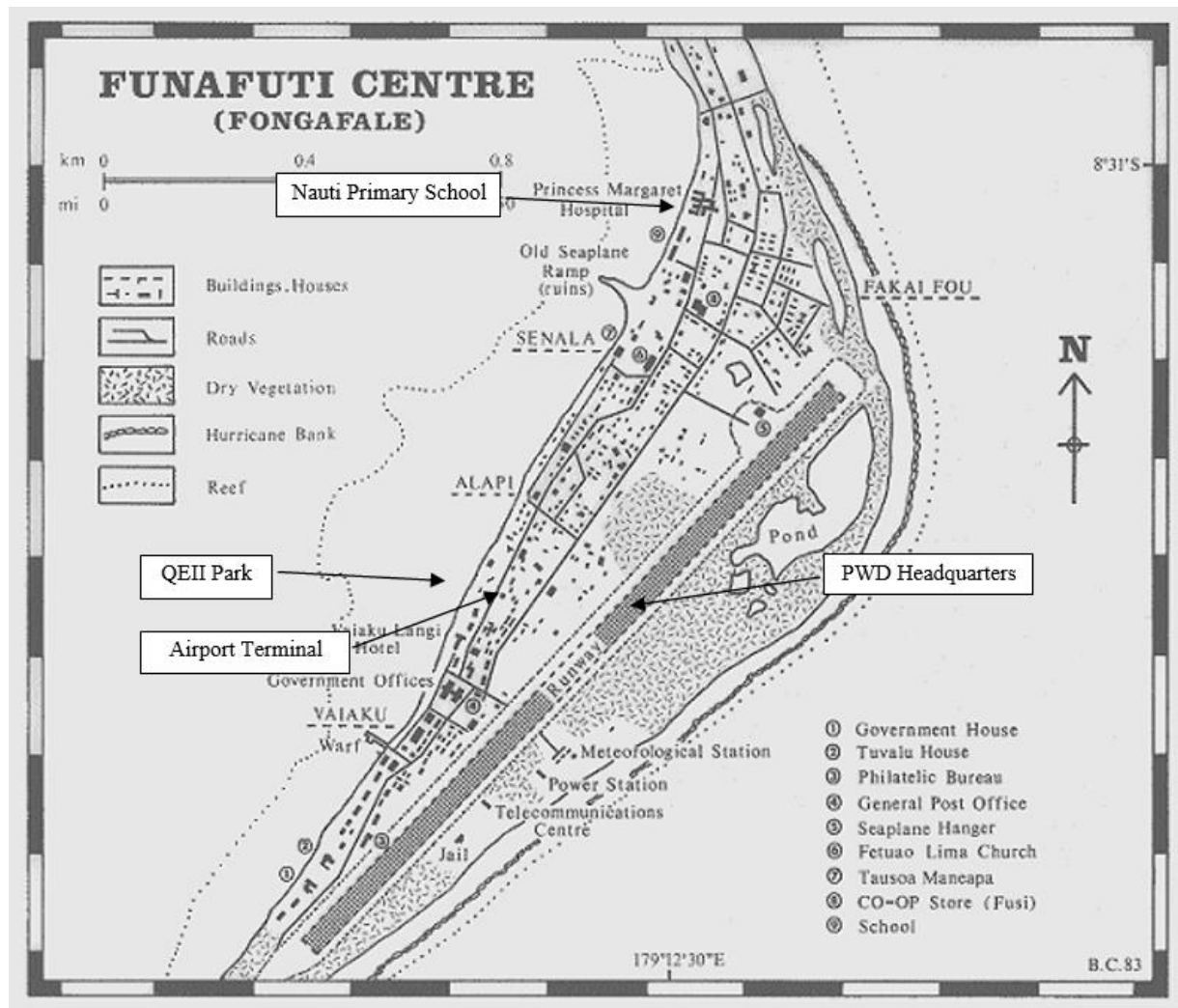
**Figure 2: Map of Funafuti Showing the Location of the Main Settlement/Central Urban Area in Fongafale Islet and the Three Other Settlement Areas in Papealise, Amatuku and Fongafale Islet.**



8. The central area of Fongafale Islet, Funafuti Atoll, contains the urban centre of Tuvalu including the Government Office Building, the airstrip and passenger terminal, the new Queen Elizabeth II (QEII) Park and Convention Centre, and most other major government buildings, see Figure 2.

9. The large proportion of the population of Funafuti atoll live on the main island of Fongafale. Here the population is divided into seven village groups, named from north to south, - Lofeagai, Teone, Fakaifou, Senala, Alapi, Vaiaku and Tekavatoetoe. All villages are under the Funafuti Kaupule (FK) (local government).

Figure 3: Map of the Funafuti Central Urban Area



10. The Funafuti urban area currently does not have a public, piped water supply system providing water through a metered connection and plumbed to the household/building. Ensuring that all Funafuti households have a future, reliable, access to a basic, piped, water supply, and preferably intermediate access or higher, is a priority for improved public health, hygiene, and economic advancement. Ensuring that everyone has at least an intermediate level of access is consistent with meeting SDG Target 6.1.1.

## II. SCOPE OF LAND ACQUISITION AND RESETTLEMENT

### A. Scope of Works

11. The Funafuti water supply subproject includes construction of a new water supply, piped distribution network and elevated storage reservoirs. Land requirements are thus limited to Government properties, reserves, and easement themselves, which are already subject to Government current, operational leases. The alignment and ownership of service pipes from the water meter to the house or located between the trunk mains that are to be constructed along the roads, will be covered in the PWD and householder service agreement and like a normal



piped water metered network, the household is responsible for its own service pipeline. This is particularly in some build up areas of Funafuti where many houses are in a less organised configuration. This is accounted for in the phased target connection percentages. The number of houses expected to be impacted in this situation had been accounted for by the PWD's PMU. The approach of establishing connection points for households from the main road to their houses inside the community is expected to facilitate internal negotiations and agreements among community households that are either family members or from the same islands. [If the PMU could elaborate on the number of houses impacted in this situation and if this may impact the overall plan or not.]

12. The sanitation subproject includes construction of a new septage handling and treatment facility to be constructed just to the north of the existing controlled solid waste dumpsite located at North Lofeagai. Land requirements are limited to this site only, which is currently under the control of the respective *Matai*, who are leaders of the clan owning the land. The Funafuti Land Council *Ulu Fenua* (island Chief) of Funafuti has traditional authority of the lands and they are both supportive of the development.

### 1. Component 1 - Public piped water supply service

13. For the water supply services subproject, parts of two existing leases of Crown land for the existing PWD headquarters and Queen Elizabeth II Park will be used as sites for the construction of reinforced concrete (RC), elevated, roofed water storage reservoirs. These reservoirs will be 360m<sup>3</sup> capacity located on a tower of 20m. These roofed reservoirs will also be fitted with a RWH system.

14. The reservoirs will be supplied with water from the following sources, see Table 1.

**Table 1: WATER SOURCES PROPOSED FOR FUNAFUTI WATER SUPPLY SYSTEM**

No.	Site Name/Location	Reservoir Capacity	
		Imp. gallons	M <sup>3</sup>
	<b><i>RO Seawater Desalination Unit</i></b>		
A	PWD Desalination Unit – No.1 – 180 m <sup>3</sup> /day	Existing	
B	PWD Desalination Unit – No.2 – 200 m <sup>3</sup> /day	Future - 2025	
	<b><i>Existing RWH Cisterns/Reservoirs</i></b>		
2	Marine <sup>A</sup> , Teone	120,800	549.64
5	Government Main Office, Vaiaku	361,486	1,644.76
6	Terminal, Vaiaku	240,500	1,094.27
7	Tulakiiga, Vaiaku	250,750	1,140.91
9	PWD 1, Vaiaku	350,000	1,592.10
10	PWD 2, Vaiaku		
	<b>Totals</b>	<b>1,883,165</b>	<b>8,567.97</b>

Note: A Marine Port reservoir will be linked only to marine bulk water filling station.

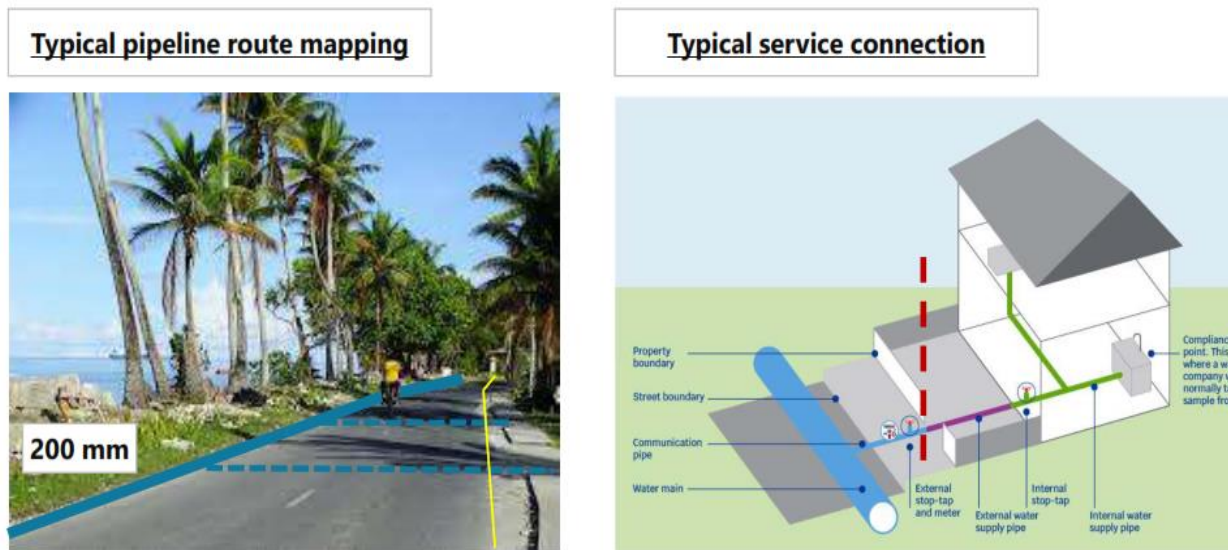
15. Connections to existing RWH cisterns will be fitting with meters for recording purposes.

16. For the water supply services subproject, the piped water supply system to the elevated reservoirs and the gravity fed, water supply piped distribution network will be constructed within the



21. As agreed during stakeholder consultations with the Funafuti Land Council, the FK and the Funafuti Land Council Community meetings, stakeholders agreed that all of the construction of the main water supply piped network and metered connections will be located within the road easement, which is land already acquired by the Government for the roads in Funafuti, see letter from FK at Attachment A. The general arrangements for the main water supply pipelines and services are shown in **Error! Reference source not found.**

**Figure 5: Typical Main Water Supply Pipeline and Service Connections**



22. As also agreed during stakeholder consultations with the Funafuti Land Council, the FK and the Funafuti Land Council Community meetings, stakeholders agreed that the signing of the PWD/WSD Water Supply Service Agreement, for a domestic household, commercial property, and or Government or church institution will require the customer to assume full responsibility for the route of their service pipe from the water meter to the building plumbing or water tank. The project will provide the materials suitable for the construction of a number of these service connections for PWD/WSD plumbing staff or any other licensed and approved plumber, who will then continue to provide this service for further service connections. The location of these service connections will be photographed and recorded for PWD/WSD data records, but no land acquisition will be required for these service connections. All consultation and agreements with landowners and tenants regarding construction impacts(including access) will be finalized prior or during the civil works.

23. As per procedure, PWD will first inspect and approve connections from the road easement to the households located within the community interior. similar approach has been used already for telecom and electricity connections. If in case the households are occupied by tenants, the tenants will request the landlords to install the connection to the network. The landlords will consult PWD and sign the service agreement, and PWD will proceed with first inspecting the site before approving it. The tenants will be responsible for payment of the water usage to the PWD.

24. Also, during the subproject construction, the civil works contractor (or PWD/WSD on their behalf) will arrange with relevant householders throughout the Funafuti urban area any temporary closure of streets, roads, and sidewalks/pavements. These closures will be required for the contractor to undertake excavations, pipe laying, and construction works required to build

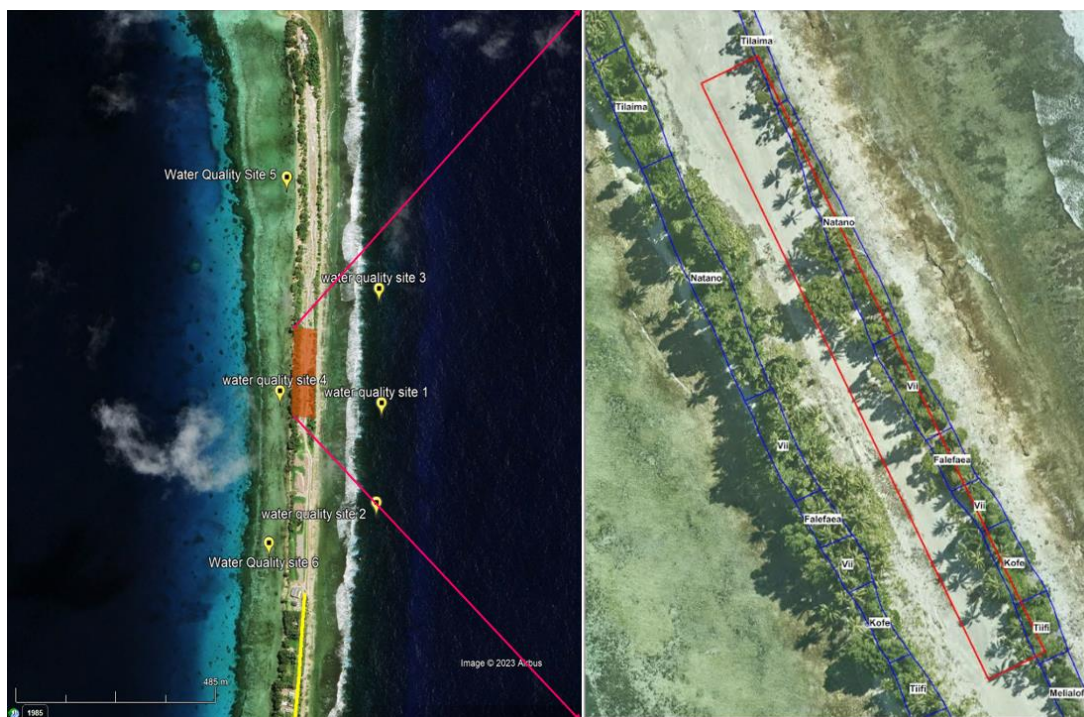
the water supply piped network. The contractor will be required to submit a Traffic Management Plan for approval by PMU detailing the notification process and community/traveler information required for such temporary closures. Around commercial properties and businesses, the civil works contractor will be required to provide walk-in access for all customers and minimize the closure of access for vehicles (trucks, cars, and motorcycles).

## 2. Component 2 - Public sanitation service

### Septage Drying Beds, Package Wastewater Treatment Plant and Septage Treated Effluent Ocean Outfall

25. It is proposed that the new sanitation treatment and re-use/disposal facilities be located towards the norther end of Fongafale Islet adjacent to the existing solid waste dumpsite. This public, unlined dumpsite operates six (6) days a week and is managed by the Waste Management Department (WMD) of the Ministry of Home Affairs, Climate Change, and Environment (MHACCE). This septage treatment and disposal site is located some 80 metres to the north-east of the fenced dumpsite.

**Figure 6: Location of Proposed Septage Treatment Facilities**



26. A map and photographs of the proposed site are provided in **Error! Reference source not found.** As discussed with the landowner, the project shall move the road to a new alignment further left of the centre of the island so the modular septage drying beds and WWTP can be fitted into a narrow area to the ocean side of the re-aligned road. The project shall be careful to retain all important foreshore vegetation on both the ocean and lagoon sides of the island.

27. The type of construction planned for the septage drying beds and the WWTP are extremely modular and flexible so during PRF Phase 2 – Detailed Engineering Design the layout will be planned to ensure minimal impact upon all important foreshore vegetation.

28. The site selected for the construction of the new sanitation facilities is expected to require, when complete, land approximately 18-24 metres wide by 160 metres long, which will also include this present PWD/WSD septage disposal site. This site will continue to be used whilst the new sanitation facilities are constructed and once commissioned and operating the old septage disposal site will be pumped-out to the septage beds and the site cleaned-up. It will then be incorporated into the fenced area to be managed by PWD/WSD.

29. Further photographs showing the importance of the foreshore vegetation, which must be retained are shown in **Error! Reference source not found.**

**Figure 7: Important Vegetation to be Retained**



30. There is a recreation area approximately 750 meters to the north of the site that is reportedly popular with locals in this area. This is also unaffected. However, the road leading to this spot passes by the sanitation facilities area, and there is potential for human activity such as fishing and other recreation to occur in the vicinity of the site as there is no signage informing people about the purpose of the site and its infrastructure. Signage should be erected on the site boundary to explain the danger of fishing and collecting seafood near this site.

31. The vegetation along the foreshore area will be retained to ensure natural coastal protection during the construction of the sanitation facility.

### Septage containment tanks

32. Almost every house and commercial/government offices and buildings in Funafuti have an OSTDS (water flush toilets attached to a septic tank which is either pumped out or utilises a drainage field). The construction of these septic tanks has not been regulated by the National Building Code of Tuvalu or checked/monitored by PWD, so many systems do not work as designed and more recently most are being affected by sea level rise, spring (king) tides, storm surges, and simply land based flooding from more intense rainfall events. When these facilities leak, polluted stormwater, flood waters, and seawater, the communities, public health is placed at risk. These situations lead to adults and/or more particularly school children wading through polluted waters to gain access to or to leave their house.

**Figure 8: Types of Septage Containment Tanks**



Septage Holding Tank for underground installation



Concrete Septage holding Tank for underground installation



**Note:** No internal baffle wall for containment tank

On-site constructed concrete block and mortar septage tank – NIWA, Fiji

33. It is essential to ensure that the piped systems and containers capturing and storing human excreta be water-tight and do not allow the entry of stormwater, flood waters, and seawater into the container nor the leakage of any septage (liquids or solids) out to the environment. These septage containers can be manufactured off-site in plastic or concrete materials and should be tested and certified by the manufacturer for water tightness before sale.

34. Suitable septage containers may also be constructed on-site utilizing concrete block and a concrete mortar plaster construction method with sealable access lids. These vessels constructed on-site, usually by a local contractor, should also be tested by PWD with a pressure pump for water tightness. Some examples of these products are shown above. WSD/PWD will be required to certify each installation to see that it complies with the Draft National Building Code of Tuvalu.

35. It is proposed that the local construction of septage containment tanks be initially trialled as a pilot scheme to ensure that watertight structures can be constructed, and then water tested for leakage. Also, under this pilot a service arrangement for the householder will be agreed to for WSD/PWD pump-out their septage container around every 4 to 6 months, dependent upon the number of people residing in the household. Normal septage pump out charges will apply, and greywater (laundry, kitchen, and bath water) should not be plumbed for drainage to these facilities. They should only collect blackwater from water flush toilets.

36. Commercial, Government properties and households will be expected to construct their own septage capture and storage facilities using their own financial resources and again WSD/PWD will be required to certify each installation.

37. All septage containment tanks will only be constructed at the landowner's/lease holder's cost on their household site or business/commercial enterprise site. A scheme to assist vulnerable, poor households to fund these facilities will be developed and will be finalised prior to commencement of civil works.

38. The sanitation subproject will also provide additional septage transport (tanker trucks) for PWD/WSD.

## B. Potential Impacts

39. There will be no loss of residential structure or livelihood sources based on the due diligence work carried out by the consultants during the feasibility study phase. However, the project will require the Government to lease lands (Funafuti Land Lease Agreement Document for Projected Sanitation Infrastructure Service Area (North Lofeagai) to 2050) approximately 3,190 m<sup>2</sup> belonging to individual landowners and represented by the *Matai* (representative appointed by the family members or the *Aliki*) from the identified plots of land used under the project at North Lofeagai, located some 1.5 km north of the current Funafuti urban area and the site for the third elevated reservoir. This site in Lofeagai for the sanitation facility borders a relatively new Government lease, created in 2018, and just to the south, for the solid waste dumpsite operations. The table below summarizes the land requirement under the project:

**Table 2: Land Requirement**

<b>Sub-projects Location</b>	<b>Project Description</b>	<b>Land Requirements</b>	<b>No. of Affected Allotments</b>
1. <i>Central Business District</i>	Construction of a buried, piped water supply network with customer service connections.	None required for the installation of the piped water supply network will use existing road right-of-way (ROW) corridor and protect all foreshore, as designed.	None (Government leased land – existing road lease)
	Construction of two (2) water towers /elevated reservoirs	The two elevated reservoirs will also be built on existing government leased areas.	None (Government leased land)
2. <i>North Lofeagai</i>	Construction of septage drying beds (Stage 1 and Stage 2), wastewater treatment plant and ocean outfall and north/south access road.	A total land area of 3,190 m <sup>2</sup> for 10 registered allotments belonging to six (6) APs required by the project for lease	Ten (10) registered allotment belonging to five (5) APs will be leased by Government. Development of the sanitation facility will ensure coastal vegetation is protected; and accessway is given to public.
<b>Total Required Land</b>		<b>4,510 m<sup>2</sup>)</b>	<b>5 APs with 10 affected allotments)</b>

### III. SOCIOECONOMIC INFORMATION AND PROFILE

40. **Population.** The Tuvalu 2012 census<sup>6</sup> recorded a total population of 10,782 which included short term visitors, tourists, and temporary contract workers. Compared to the previous census in 2002 the resident population in 2012 had increased by 13.7% to 10,640. A mini census was undertaken in 2017<sup>7</sup> which showed that the resident population of Tuvalu between 2012 and 2017 was relatively stable but the resident population of the outer islands declined 20.8%. The SPC recorded a total resident population of the 10,580 in 2020 (<https://sdd.spc.int/tv>); a small increase on 2017.

41. There is a general out-migration of people aged between 25-44 years from the outer islands (which have a median age of 23.3 years) with people seeking better employment, social and health opportunities in Funafuti or abroad. Funafuti, with a population of around 6,320 people, makes up around 51.1% of the total population and experienced an increase in the resident population of 37% between 2002 and 2012 and 16.3% between 2012 and 2017. The average population density was 274 persons/km<sup>2</sup> in 2012 and 233 persons/km<sup>2</sup> in 2017.

**Table 3: Population of Tuvalu by Island**

Island	Resident Population 2012			% of total population	% population change 2002-2012	Resident Population 2017	% population change 2012-2017 (Outer Is)
	Total (Outer Is)	Male	Female			Total (Outer Is)	
Nanumea	612	322	290	5.8	-28.4	534	-12.7
Nanumaga	551	297	254	5.2	-22.4	507	-8.0
Niutao	694	340	354	6.5	-15.1	622	-10.4
Nui	729	370	359	6.9	19.5	586	-19.6
Vaitupu	1542	772	770	14.5	17.7	945	-38.9
Nukufetau	666	328	338	6.3	-5.0	592	-11.1
Funafuti	5436	2796	2640	51.1	37.0	6320	+16.3
Nukulaelae	364	174	190	3.4	-7.1	315	-13.5
Nuilakita	46	25	21	0.4	22.2	19	-58.7
Other						118	
Total	<b>10640 (5204)</b>	<b>5424</b>	<b>5216</b>		<b>13.7</b>	<b>10507 (4187)</b>	<b>-1.25 (-20.8)</b>
% of total		<b>50.9</b>	<b>49.0</b>				

42. **Demographics of Funafuti Atoll.** There are four (4), inhabited islands of the Funafuti atoll. The main island of Fongafale and the three islets of Amatuku located to the north of Fongafale and Papaelise and Funafala located to the south. In the 2017 mini-census<sup>6</sup>, the population of Funafuti atoll was listed as 6,320 persons (3,309 male and 3,011 female). It is the

<sup>6</sup> Central Statistics Division - Government of Tuvalu. 2013. Tuvalu 2012: Population and Housing Census Volume 1 Analytical Report (Funafuti, Tuvalu)

<sup>7</sup> Central Statistics Division - Government of Tuvalu. 2018. Tuvalu Population and Housing Mini-Census 2017 (Funafuti, Tuvalu)



country's most populated atoll, with 63.09% of the total population of Tuvalu located there. In a recent COVID 19 household survey, undertaken in 2020, the total population was assessed to be 5,942 persons (no gender disaggregated figure is presently available) who were living in 966 households. The breakdown of populations for each inhabited island in Funafuti atoll is available from the 2017 mini-census and the 2020 COVID 19 household survey. The figures are provided in Table 6. The large proportion of the population of Funafuti atoll live on the main island of Fongafale. Here the population is divided into seven village groups, named from north to south, - Lofeagai, Teone, Fakaifou, Senala, Alapi, Vaiaku and Te Kavatoetoe. All villages are under the FK.

43. The population of Tuvalu is very homogeneous, with 87% being of Tuvaluan descent and 12% being Tuvaluan/I-Kiribati or part Tuvaluan descent. Adult literacy rates are high, with 87% literate in English and 99.8% literate in Tuvaluan.

44. **Social infrastructure and services.** Pre-school education is not compulsory and caters mainly for children aged 3-5 yrs. The pre-schools are run by the government and the Kaupule. Primary School is compulsory and free for all students attending class 1 (6 years) to class 8 (13 years). There is a secondary school in Lofeagai village which caters for year 9 to year 13 education for students.

45. Being the capital, Funafuti has the main international port of entry (cargoes and shipping vessel); the only international airport; Government Building, Police Headquarters, Telecom Headquarters, PWD, TEC

46. There are two (2) health centers on the island (Te Kavatoetoe and Lofeagai) staffed by nurses and doctors. All serious medical cases are referred to Princess Margaret Hospital on Funafuti and outer island patients are transferred by ship. Obesity and diabetes are the key health issues from the outer island population and people tend to travel to Funafuti for treatment. Typically, women go to Funafuti Hospital to have their first baby three months before delivery. For subsequent births women usually remain in the outer islands. However, it is noted that many women want to travel to Funafuti for all births because they receive a government per diem (3 months) while awaiting delivery, regardless of whether they have family in Funafuti.

47. Other social infrastructure and facilities on the island include several *maneapa* (community halls), each island communities having their own maneapa, a number of Church's (EKT, Jehovah's Witness, Catholic Church, Brethren Church, Bahai Church, Mosque, also Figure 4.9), and three wells. A gravel road rings the island to connect the graveyard, 800 m counterclockwise from the village, and clockwise for 400 m to the hospital. The island also has a Telecom centre, a bank and retail shops.

48. **Local economy.** The UNDP human development indicators place Tuvalu as a middle-income country with a small and highly vulnerable economy, strongly linked to external economic influences (Tuvalu uses the Australian dollar as its currency). Government revenues are primarily derived from license fees from foreign tuna fishing vessels, the '.tv' internet domain, and income from the Tuvalu Trust Fund.<sup>8</sup> Direct foreign aid and project activities also constitute a major source of revenue.

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<sup>8</sup> *The Tuvalu Trust Fund was established in 1987 by the United Kingdom, Australia, New Zealand. The Fund, an overseas-managed investment fund, has contributed roughly 11% of the annual government budget each year since 1990. The Fund had initial capital of about A\$27 million at independence and now totals about A\$120 million, with a capital value of about 2.5 times GDP, the Fund provides an important cushion for Tuvalu's volatile income sources from fishing and royalties from the sale of the '.tv' internet domain. The '.tv' domain name generates around \$2.2 million each year from royalties, which is about ten per cent of the government's total revenue.*

49. **Livelihoods and income.** The main sources of cash income include salary (mainly from public service employ), remittances from family members working in Funafuti or overseas, rents and pensions (Table 4.4).

**Table 4: Proportion of Households Receiving Cash Income by Source**

Sources/types of cash income	% of households
Wages/salary	53.9
Remittances	43.4
Land leases/rents	41.0
Investments	24.3
Handicraft sales	26.4
Small business	15.8
Elderly Support Scheme payments	17.2
Fish sales	11.0

Source: Census 2012: Population and Housing Census Volume 1 (Table 31)

50. In the outer islands the average monthly income in 2012 was in the order of A\$80; the largest proportion (A\$30) of which was from agriculture, followed by livestock, fishing and handicrafts each which account for a similar proportion (\$15) and other smaller activities contribute about A\$5. By contrast, on Funafuti the average monthly subsistence income was about A\$190. There is an Elderly Support Scheme (ESS) whereby those aged 70 years and older are eligible to receive AU\$50 per month if they meet the conditions required. This scheme was implemented in 2009 under the Department of Community Affairs.

51. Imported food items, including frozen foods, are important sources of food for the local inhabitants and relies heavily on the Government shipping service (see below). There are frequent delays and some foods are in very short supply or tend to run out until the next service arrives.

52. **Economic activities.** There are very few economic activities on the Outer Islands, thus people rely on subsistence activities. Livestock is one of the major subsistence activities in Tuvalu and is one of the main sources of meat, especially pigs and poultry. Reef and lagoon fishing including collection of shellfish is also an important subsistence activity. The Community Fisheries Centre (CFC) assists fishermen in the marketing of their fish within the community. Only registered fishers are permitted to fish and bring their catch to the CFC which sells it for them.

53. Agriculture opportunities are very limited due to poor soil fertility and are predominantly centered on the traditional taro-like root crop; pulaka, coconut, breadfruit, bananas, and pandanus all of which are important traditional food crops and are cultivated by most outer island households. Handicrafts such as brooms and mats, usually made by women, are another source of cash income.

54. **Employment and unemployment.** Around a quarter of the workforce was employed within the public sector in 2012, which includes the island Kaupule and about 15% of adult males work as seamen on foreign-flagged merchant ships. The rate of unemployment on the outer islands ranged from 41% on Nuilakita to 59% on Vaitupu and 54% on Niutao (Table 4.5).

**Table 5: Level of Unemployment**

Island	No. of total unemployed			% of total population
	Total	Male	Female	
Nanumea	332	165	167	54.3
Nanumaga	279	140	139	50.6
Niutao	375	167	208	54.0
Nui	381	182	199	52.3
Vaitupu	912	418	494	59.1
Nukufetau	357	170	187	53.6
Funafuti	2114	1014	1100	38.9
Nukulaelae	197	96	101	54.1
Nuiliakita	19	12	7	41.3
<b>Total</b>	<b>4966</b>	<b>2364</b>	<b>2602</b>	<b>46.7</b>

Source: Tuvalu National Population & Housing Census 2012 (Table 51)

55. In 2017, the Tuvalu labour force indicators showed a significant change in the labour force participation and unemployment rate, shown in Table 6. The overall labour participation rate for Tuvalu had fallen, with only 40.9% of the population in Tuvalu's outer islands in the labour force, and 34.5% of those unable to find work. The unemployment rate was higher for females (30.4%) than males (27.2%) and women in Funafuti were found to be more economically active than those the outer islands.<sup>9</sup>

**Table 6: Labour force indicators 2012 - 2017**

Indicators	2012 Tuvalu (%)	2017 (%)				
		2017 Tuvalu	Male Tuvalu	Female	Funafuti	Outer Island
Labor force participation rate	59.4	49.3	58.5	39.7	54.8	40.9
Employment population ratio	28.6	32.7	40.0	25.2	38.8	23.4
Unemployment rate	39.6	28.5	27.2	30.4	25.5	34.5

Source: Government of Tuvalu 2017 Mini Census

56. In 2019 the overall national labor force participation rate was recorded as 50.1%, an insignificant increase from 2017, but still significantly lower than the 2012 rate.

57. **Power and decision-making.** Each island has a local governance structure operationalized by the *Kaupule*, which administers and manages the local island government responsibilities. Their leadership and decision-making body is the *Falekaupule* ('Assembly of Elders'), made up of men and women who are over 50 years old. Typically, there are two parallel and equal leadership structures: the *Aliki*, a person whose role is similar to a Chief and inherits

<sup>9</sup> Government of Tuvalu. 2012 Census.

from their father's line, and an elected role of *Pulefenua* ('Island leader'), who leads in conjunction with, and supported by, the heads of each of the founding families.<sup>10</sup>

58. **Land tenure, ownership and use.** The land tenure system in Tuvalu is held in title by families and individuals, passed down through kinship ties. The foreshore area and area under the high- water mark is Government owned, or 'Crown' land. The water towers will be built on existing government leased land, whilst the piped network will run along the road easement, which is leased by the government. The location for the primary treatment facility will require a new lease to be made between the government and the landowners. Compensation for the use of this land, and the removal of trees, will be agreed through negotiated settlements. The land due diligence report presents the details.

59. **Energy.** Everyone on the island has electricity through connection to a mini-grid supplied by 80% solar power and 20% diesel generator. The diesel generator is used as a back-up supply when solar is low.

60. **Water supply and sanitation.** Rainwater is primarily used for human consumption, agriculture and domestic uses and supplemented by ground water during periods of drought.

61. **Sanitation** is provided through septic tanks by 90% of the population. When septic tanks are full, a hole is dug, and septic waste is dumped into the hole. This practice is recognised by the community as a potential source pollution to the ground water system and an alternative long-term solution to dealing with septic waste on the island is needed.

62. **Waste management.** Domestic solid waste is disposed of at a designated tip area on the island. At the dump site waste separation is practised with tins and plastics separated from dangerous items such as used batteries. The area is periodically managed by bulldozers and excavators when not working on construction projects. Burning of waste is prohibited on the island.

63. **Physical and cultural resources.** Funafuti does have WWII wreck sites in the lagoon and relics in Amatuku and north Fongafale. During the consultations, when asked if there were any sacred sites on the island, participants mentioned that grave sites around the island and religious sites were sacred, but it is not near the proposed development.

#### IV. LEGAL FRAMEWORK

##### A. ADB Policy

64. ADB requires the project owner—in this case the in this case the Government of Tuvalu (GOT) working through its Ministry of Public Works, Infrastructure Development, and Water (MPWIDW), to secure legal, long-term control over any land and buildings on which ADB funds project works. The period of control should cover the expected use life of the project infrastructure and equipment.

65. Any involuntary land acquisition and any involuntary physical resettlement or economic displacement ("involuntary land acquisition and resettlement") for an ADB project must be carried out in accord with safeguard policies laid out in ADB Safeguard Policy Statement, June 2009

<sup>10</sup> UN 2008. Consideration of reports submitted by State parties under article 18 of the Convention on the Elimination of All Forms of Discrimination against Women. Retrieved from: <http://docstore.ohchr.org/SelfServices/FilesHandler.ashx?enc=6QkG1d%2FPPRiCAqhKb7yhsgWC9Lj7ub%2FHrJ Vf1GxZMHH31xXA4CdNZ3MMY0rDBt4tT1i3ISzpjHcqyXFIF%2BJVV6nCYHzWyQ3k9LQeL2A4frVKJ43jhcJ3jt%2B gjMS3hv1>

(ADB SPS)<sup>11</sup>. In cases of involuntary land acquisition and/or involuntary resettlement, ADB SPS mandates preparation of a Land Acquisition and Resettlement Plan (LARP) or a Resettlement Plan (RP) in which the borrower/client and ADB agree on how any involuntary land acquisition and/or resettlement would be carried out so as to accord with national law and with ADB SPS in order to protect landowners and other affected people.

66. The ADB safeguard policy is intended to protect people in cases of involuntary land acquisition and resettlement. The policy “does not apply to negotiated settlements” unless expropriation would result upon the failure of negotiations (ADB SPS Appendix 2, par. 25)<sup>12</sup>. Such voluntary cases include negotiated settlements that involve acquisition of land or rights in land by lease, purchase, or donation. In order for such negotiated settlements to be classed a voluntary, landowners must have full access to relevant information, landowners must be able to decline an offer without retribution, and discussions must occur in an environment free of intimidation or coercion. In such cases, ADB SPS mandates preparation of a Due Diligence Report (DDR) confirming that any land acquisition and resettlement is voluntary.

67. There is no expected risk of landlessness, loss of home, and/or loss of major income source across all of the project sites. No residential structure will be affected. The project, however, will need the Government to negotiate a lease of approximately 2,800 sq m from a currently unused rural land allotment located some 1.5 km north of the current Funafuti urban area belonging to several land-owners. This site borders a relatively new Government lease, created in 2018, and just to the south, for the solid waste dumpsite operations.

68. All agreements will be freely negotiated settlements that are commercial in nature and entirely voluntary. Although the government has the power of eminent domain, the government neither needs nor intends to use it. All the proposed project sites have viable alternative sites.

69. As part of the assessment of involuntary resettlement impacts, a “compliance audit” has been conducted to examine potential “legacy issues” in cases where prior land acquisition and/or resettlement may have been carried out on land that would be affected by the proposed project and where the previous acquisition and/or associated resettlement may have been carried out in ways that were contrary to ADB policy (SPS, Appendix 4 paragraph 12). In such cases, legacy issues may pose an implementation risk to the project and/or a reputational risk to ADB. If such legacy issues do exist, the cases must be brought into accord with ADB SPS before project works commence. The draft RP includes a “compliance audit” of all properties acquired previously that would be affected by the project.

## **B. Legacy Issue in Government Lease Properties on Funafuti**

70. Government many years ago leased and occupied all the hundreds of parcels of private Native Land underlying the Funafuti airfield, the public roads, and the many government buildings and other public infrastructure on Fongafale Islet - including the preferred project sites. Requirements of the Crown Acquisition of Lands Act (1954), which governs acquisition of land by eminent domain, are thus moot here in a legal sense. The Act is perhaps not entirely moot in a political sense, however, because the Act requires consideration of market value in determining compensation for land acquired by eminent domain, and the rate of lease payments is the focus of current negotiations to resolve the legacy issue.

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<sup>11</sup> See Appendix 2, Safeguard Requirements 2: Involuntary Resettlement

<sup>12</sup> See ADB Operations Manual, Safeguard Policy Statement [SPS] F01-4 Mar 2010, Appendix 2 Involuntary Resettlement

71. All properties leased and occupied by the Government on Fongafale Islet are burdened by the same legacy issue. The Crown Acquisition of Lands Act 1954 gave the predecessor colonial government—and now gives the independent government—legal authority to acquire private land by eminent domain. In August of 1963, the colonial government issued a Notice (Funafuti Airfield) known as the Crown Acquisition of Lands Ordinance (No. 3 of 1954) to acquire 200 feet (approximately 61 metres) of private land on either side of the centre line of the existing airstrip with the total area apparently amounting to over 16,000 m<sup>2</sup> (16.0 hectares or 39.7 acres). The Notice limited the term of the acquisition to 20 years, however, and landowners were apparently compensated up front for the full term.

72. The airfield acquisition was thus in the form of a lease rather than an outright purchase - leaving the underlying properties as individual parcels of private Native Land. Tuvalu became fully independent in 1978, and when the 20-year term of the airfield acquisition ended in August of 1983, the new government converted the airstrip and other government leases on Fongafale Islet to either 25-year or 99-year terms.<sup>13</sup> The government then began making annual lease payments to the landowners.

73. In August of 1992, a Resolution of Parliament reportedly called for changing government land leases on Fongafale to 25 years with annual lease payments and renegotiation of the rate every five years as recommended (but not required) by the Native Lands Leases Regulations (1974). Government acted on the Resolution—taking the term of the leases to be 25 years, making the annual lease payments, and renegotiating the rate every five years, as necessary. On 31 August of 2017, all 25-year government leases on Fongafale expired at once.

74. Government now claims that a mere Resolution of Parliament was not legally binding and that an Act of Parliament would have been required to make the change legal—so the government claims that the term of the leases remains 99 years and, therefore, the leases have not expired.

75. In any case, the lease(s) has lapsed because the government and the lessors failed to reach agreement on an updated rate of payment as expected and required at the conclusion of the 25-year lease period ending 31 August of 2017. Government made lease payments again in June of 2018, but only 60% of landowners accepted the payments while the remaining 40% are holding out for a higher rate. Government was planning to make its next annual lease payments on 1 April 2019, at a slightly increased rate of \$3,500 per acre (rather than the previous rate of \$3,000), but private owners are lobbying for a considerably higher rate.

76. Government maintains that the two-year impasse in negotiating new leases and/or new rates does not pose a problem for the ADB project. Government argues that landowners could not repossess the properties because the Native Lands (Amendment) Act of 2016 would make landowners liable for payment of any improvements made by the lessee over the period of the lease, which the landowners could not afford in most cases. Landowners did take over many or most residential lease properties in May and June of 2019, however, and they have claimed ownership of all other government lease properties on the grounds that the governing law is the law that was in effect at the time the leases were made—not the 2016 amendment.

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<sup>13</sup> Government has recently found a copy (previously misplaced) of what is apparently a single 99-year lease document covering numerous individual properties. Other properties may remain under one or more 25-year lease agreements. It is unclear at this distance which lease term might apply to which particular properties, but the difference may not be material to the present discussion because all the properties are subject to the common legacy issue and all such issues could be dissolved by a common resolution.

77. The matter is currently before the High Court, but the dispute over lease payments led landowners to blockade the international airport on 1 July 2019.<sup>14</sup>

78. It is noted that government does not have to negotiate and execute new leases with the individual owner(s) of each parcel. Instead, the Funafuti Native Lands Trust Board—consisting of the *Pule kaupule* (elected president or mayor of the Funafuti town council) plus legal advisors—has power of attorney to act on behalf of all the landowners. The *Pule kaupule* takes advice from the *Kaupule* (elected town council members), who in turn take advice from local *matai* (extended-family chiefs).

79. Ownership of the hundreds of government lease properties on Fongafale must include a very large proportion of the local electorate, including most senior government officials, so GoT is treading carefully on this issue. There appears to be no risk that the government could or would take advantage of the landowners. Nor are landowners as a group in a position to take undue advantage of the government. The government leases so much land on Fongafale that requiring greatly higher lease payments would risk bankrupting the government. All parties agree that they want to continue the leases. The only issue appears to be agreeing on the new rate.

80. Due diligence conducted for project preparation concluded on Tuvalu in late September 2022, whereby the PMU and consultant met with representatives of the FK, landowners, and FNLTB to discuss the possibility that, pending formal resolution of the Government lease issue, landowners might discuss with GoT the possibility of executing an MOU between landowners and GoT that would protect any GoT assets that are funded as part of the ADB project that might be installed on or in Government buildings and leased land under the proposed project.

81. As part of the due investigations during this phase, the government has been paying leases for the landowners for 407 plots of land for the exiting road network in Fongafale in 2021/2022. These leases cover the existing road network in Fongafale, from north Lofeagai, to the South, at the end of Kavatoetoe settlement, including the roads within main business centre and alongside the airport. A total of 19.176 acres of land has been taken up by the existing road network and the landowners lease payments are made by the government on 1 September at a commercial lease rate of A\$7,500 per acre per year. A total of A\$ 143,820 was dispersed to all the landowners for 2021/2022 Funafuti Road Easement leases. List of 2021/2022 Payment for Funafuti Road Easement Leases for Projected Water Supply Pipeline Service Area to 2050)

82. As expression of support, the FNLTB expressed their support for the project and agreed to draft an MOU to this effect with Government. The Kaupule and FNLTB also called meetings with the landowners and Government and there is a general consensus to the proposed MOU. The RP will be updated before award of contract and civil works.

### **C. Tuvalu Administrative Framework: Involuntary Land Acquisition and Resettlement**

83. The Tuvalu country safeguards system regarding involuntary land acquisition and resettlement accord well with ADB SPS. In the abstract legal sense, Tuvalu safeguards might be considered to fall somewhat short of ADB requirements in certain details, but no special measures need be developed to fill those gaps in the present case because there is no reason to believe

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<sup>14</sup> <https://www.rnz.co.nz/international/pacific-news/393389/tuvalu-landowners-block-airport-over-lease-non-payment>

that the project would require, or the Government would pursue involuntary land acquisition or resettlement. The process is thus summarized in this section.

84. Regarding involuntary land acquisition and resettlement, Section 20 of the Tuvalu Constitution provides for acquisition of land by eminent domain with protections provided by law, see extract below:

no-one shall be deprived of property except-

(d) with his consent; or

(e) in accordance with the succeeding provisions of this section.

(3) The deprivation must be authorized by or under an Act of Parliament.

(4) The deprivation must be for a purpose declared by or under an Act of Parliament to be a public purpose.

(5) There must be a sufficient reason for the causing of any hardship that may result to any person having an interest in or a right over the property (whether the interest or right is present or future, actual or potential).

(6) Adequate compensation shall be promptly made.

(7) A person having an interest in or a right over the property (whether the interest or right is present or future, actual or potential) may apply to the High Court, or to any other court having jurisdiction in the matter, for the determination of-

(a) his interest or right; and

(b) the legality of the deprivation; and

(c) the compensation due under subsection (6),

and for the purpose of obtaining prompt settlement of the compensation.

85. The Crown Acquisition of Lands Act (1954) then codifies the power of eminent domain. Section 3 of the Act provides for the Minister to acquire land for public purposes:

### **3 Power of the Minister to acquire land**

The Minister may acquire any lands required for any public purpose absolutely or for a term of years as he may think proper, paying such consideration or compensation as may be agreed upon or determined under the provisions of this Act.

86. Section 6 lays out requirements for providing notice before taking possession of the land:

### **6 Notice of intention to take and power to take possession**

(1) The Minister may, by such notice aforesaid or by any subsequent notice, direct the person or persons aforesaid to yield up possession of such lands after the expiration of the period specified in the notice, which period shall not be less than 6 months from the service of such notice, unless the land in the opinion of the Minister is urgently required for the public purpose.

(2) At the expiration of such period the Minister and all persons authorised by him shall be entitled to enter into and take possession of such lands accordingly.

87. Section 8 states that “Disputes as to compensation and title to be settled by High Court.” Section 10 lays out the procedure for determining “the value of the lands or of any buildings or



trees or crops thereon.” Section 11 lists the following matters to be considered (and those not to be considered) in determining value:

**11 Matters to be considered in determining compensation**

In determining the amount of compensation to be awarded for land acquired under this Act —

- (1) The High Court shall take into consideration —
  - (a) the market value of the land at the date of the notice of intention to take such land;
  - (b) the damage sustained by the person interested, by reason of the taking of any standing crops or trees which may be on the land at the time of taking possession thereof;
  - (c) the damage, if any, sustained by the person interested, at the time of taking possession of the land, by reason of severing such land from his other land;
  - (d) the damage, if any, sustained by the person interested at the time of taking possession of the land, by reason of the acquisition injuriously affecting his other property, movable or immovable, in any other manner, or his earnings;
  - (e) if, in consequence of the acquisition of the land, the person interested is compelled to change his residence or place of business, the reasonable expenses, if any, incidental to such change.

88. Section 12 requires “Compensation for loss of rents and profits” but only “for the period between the time the Minister so entered into possession, and the time when the consideration due under an agreement has been paid.” Section 14 requires the government to pay the costs of acquisition. The “Notice of Intention to Take Lands” for public purposes notes that the Minister can take possession of the land after a designated period of weeks and does not require that any compensation due must be paid before taking possession of the land or before any works begin.

89. The Foreshore and Land Reclamation Act of 1969, discussed previously in Section 2.3, above, similarly allows the government to extinguish private rights and proceed with project works before any potential claims have been adjudicated and any potential damages paid. This and other inconsistencies between Tuvalu law and ADB SPS are moot in the present case because no involuntary land acquisition or resettlement will occur under the project. If it were, any such involuntary land acquisition and resettlement would adhere to ADB SPS requirements.

**D. Comparison of Tuvalu and ADB IR Laws, Regulations and Procedures**

90. The main variation between Tuvalu LAR laws/regulation and ADB Safeguards policy are outlined below. ADB policy is the default option for the resolution of any key differences, particularly in areas where practices are less subject to independent oversight.

91. Comparison of the Tuvalu LAR laws/regulation with the ADB requirements on involuntary resettlement under the Safeguard Policy Statement indicates that key elements of the ADB Policy are present in Tuvalu laws - particularly those related to valuation of immovable property. The ADB’s principle of avoidance or minimization of resettlement is also reflected in the Tuvaluan legislation.

92. The key policy difference is about providing compensation to APs without lease/title to land and structures and provision of proactive livelihood restoration and improvement activities for APs, see Table 7. The APs under this Project are landowners of affected allotments; however, this is not expected to be an issue as those initially consulted, the Ulufenua and the Funafuti Land Council representing the APs, are supportive of leasing their lands to the Government for project infrastructure construction and the land in question is not currently farmed or used. This will be confirmed during detailed design – PRF Phase 2.

**Table 7: Gaps Between Tuvaluan Law and ADB Policy**

<b>ADB SPS Requirements on Involuntary Resettlement</b>	<b>Tuvalu Laws on Land Acquisition / Resettlement</b>	<b>Equivalence or Gaps between ADB SPS and Tuvalu Laws</b>	<b>Gap-Filling Measures</b>
Avoid involuntary resettlement wherever possible. Minimize involuntary resettlement by exploring project and design alternatives.	Not specified in Tuvaluan law.	Gap.	ADB Policy will be followed.
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.	Tuvaluan law does not provide for compensation to improve livelihoods or housing or specify the type or timing of compensation payable for assets.	Gap.	ADB Policy will be followed.
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.	Not specified in Tuvaluan law.	Gap.	ADB Policy will be followed.
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.	Not specified in Tuvaluan law.	Gap.	ADB Policy will be followed The RP to be disclosed on ADB's website made available for public perusal at the FK Office and FWSSP PMU Office
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. Where involuntary resettlement impacts and	Not specified in Tuvaluan Law	Gap	Tuvaluan practice will be used for the project in compliance with ADB policy.

ADB SPS Requirements on Involuntary Resettlement	Tuvalu Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tuvalu Laws	Gap-Filling Measures
risks are highly complex and sensitive, compensation and resettlement decisions should be preceded by a social preparation phase.			
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.	Section 20 of the Tuvalu Constitution provides for acquisition of land by eminent domain with protections provided by law. See section 3.3, para 62 above. Crown Acquisition of Lands Act (1954), Section 3 and Section 8, for the Minister to acquire any lands for a public purpose for a term of years he may think proper, paying such consideration as may be agreed upon or determined under the provisions of the Act.	Tuvaluan policy complies with ADB policy.	None required.
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.	No specific policy in Tuvaluan Law. Tuvaluan customs and traditions provide support for certain groups.	Tuvaluan practice is in line with ADB policy.	Tuvaluan practice will be used for the project in compliance with ADB policy.
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.	Tuvaluan law does not provide for compensation to improve livelihoods or housing. Tuvaluan customs and traditions provide support for certain groups. There is no law relating to this provision.	Gap.	ADB Policy will be followed.
Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated	Not specified in Tuvaluan Law.	Gap.	ADB Policy will be followed.

ADB SPS Requirements on Involuntary Resettlement	Tuvalu Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tuvalu Laws	Gap-Filling Measures
settlement to ensure that those people who enter into negotiated settlements will maintain the same or better income and livelihood status.			
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	Land users with no legal registration have no rights.	Gap.	ADB Policy will be followed.
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.	Not specified in Tuvaluan Law.	Gap.	ADB Policy will be followed.
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.	Crown Acquisition of Lands Act (1954), Section 3, requires the Minister to notify affected persons of Government's intention to acquire land at least 6 months prior to resumption. In practice, APs are informed and consulted on the project, plans, and the actions to be taken particularly in respect to compensation entitlements and options.	Tuvaluan practice is in line with ADB policy.	Tuvaluan practice will be used for the project in compliance with ADB policy.
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.	Not specified in Tuvaluan Law.	Gap.	ADB Policy will be followed.
Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.	No specific policy in Tuvaluan Law. In practice, each involuntary resettlement is assessed according to the development project. Compensation is generally paid within a timeframe prior to the action of the	Tuvaluan practice is in line with ADB policy.	Tuvaluan practice will be used for the project in compliance with ADB policy.

ADB SPS Requirements on Involuntary Resettlement	Tuvalu Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tuvalu Laws	Gap-Filling Measures
	civil works.		
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 considering the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	Not specified in Tuvaluan Law.	Gap.	ADB Policy will be followed including M&E.

## V. PROJECT LAND ACQUISITION AND RESETTLEMENT IMPACTS

### A. Summary of Land Acquisition and Resettlement Impacts

93. There is no expected risk of landlessness, loss of home, and/or loss of major income source across all of the project sites. No residential structure will be affected. The project, however, will need the Government to negotiate a lease of approximately 3,190 m<sup>2</sup>. This site for the sanitation facility borders a relatively new Government lease, created in 2018, and just to the south, for the solid waste dumpsite operations. This will be finalized prior to distribution of tender documents for civil works.

94. On identified legacy issues, the Government need to secure a signed Memorandum of Agreement with the landowners' representative prior to civil works commencing. Except for the 3,190 m<sup>2</sup> from unused land allotment as discussed above, no negative impacts will occur from land acquisition or physical resettlement of residential structures, crops, trees or livelihoods. Project assets will be installed in and on Government owned buildings and government leased land on Funafuti, and on newly Government leased land at Lofeagai North on Fongafale Island.

### B. Census of Affected Persons and Inventory of Losses

95. The landowner group of the 3,900 m<sup>2</sup> of unused allotment will be affected. This includes a total of five landowners at North Lofeagai and at least one individual landowner once the location of the third elevated reservoir site has been finalized.

## VI. GRIEVANCE REDRESS MECHANISM

### A. Rationale for a Grievance Redress Mechanism (GRM)

96. Every project should have a single GRM to receive and facilitate resolution of any concerns or grievances that might arise during the course of project implementation. Since all the proposed project works would be carried out by or under the guidance and authority of FWSSP PMU.

97. It would be best to develop a GRM for the PMU and the FK for receiving and dealing with any project-related grievances relating to land acquisition and resettlement. Note here that "resettlement" impacts would include any temporary commercial, wage, or other income losses due to project works. It should be further noted that the FWSSP PMU will be located within the

PWD offices of the MPWIDW, and the GRM should recognize many project community members and their respective landowners, households, and businesses deal directly with PWD/WSD on a regular basis as service customers.

## **B. Grievance Redress Mechanism Principles**

98. The grievance redress process, as summarized in Table Table 8, will be disseminated to all APs during project consultations, community and FGD's project communications/newsletters, and the census of losses. It will be contained in an information leaflet handed to each affected landowner during the census.

### **1. Grievance Coordination**

99. Similar to other development projects, the Grievance Focal Point (GFP) will be the Project manager at FWSSP PMU in Funafuti, who will coordinate and address all complaints and concerns arising from the project. The contact details will be provided to all APs.

100. The Executing Agency (MFED) through the Implementing Agency (MPWIDW/PWD/WSD) Environmental and Social Unit (ESU) (or its equivalent), and the PMU will keep track of the status of all complaints through a register of complaints, record of their status and report updates to the National Infrastructure Steering Committee (NISC) or its equivalent in their quarterly ESU project monitoring report.

101. The ESU will regularly monitor complaints received, actions taken and the status of resolution. In the initial stages, complaint forms will be distributed to the GFP to facilitate recording of complaints. The ESU will enter these complaints into a customized database, such as that which has been developed by project teams in other ADB-funded projects in Tuvalu. By using an electronic database, reporting on complaints and actions will be systematic, and summaries from the database can be easily incorporated into monitoring reports.

### **2. Grievance Redress Procedures**

102. APs will be informed that they can ask any questions or discuss grievances with the Project Manager by phone or in person, or to project staff visiting the area. The PMU office will be requested to keep simple log of questions or grievances. A sample GRM Complaint Form, which may be appropriate, is provided in ATTACHMENT D: – Sample GRM Complaint Form.

103. If these questions/grievances are not answered within one week, they will need to prepare their grievance/complaint in writing using the assistance of the GFP, nearby church or school. APs will also be informed that national and international project staff will also assist them with writing a grievance if necessary. Complaint forms will be available at the GFP (Kaupule office), Contractor's site office, and/or the PMU office to facilitate this process.

104. Although they can lodge complaints at any level at any time, the APs will be informed that the preferred process is to send or deliver the written grievance to the PMU office (GFP). That office will have one week to deliver a resolution to the AP.

105. If still lacking a satisfactory resolution, APs will have the right to take the dispute to the Secretary of the Ministry of Public Works, Infrastructure Development, and Water (MPWIDW), who will also have one week to respond.

106. If the situation is still not resolvable, or the APs do not accept the decision, the affected person(s) may have recourse to the land court (or other relevant courts). All court costs incurred by the AP (preparation and representation) will be paid for by the project unless it can be demonstrated the action was unreasonable and the outcome mirrors the answers provided by the Ministry (MPWIDW).

107. **Site Contractor.** During construction/implementation, a grievance register will be held at each project civil works site office, maintained by a Contractor's site manager, and monitored by the Project safeguards team (ESU). All complaints arriving at a site office are to be entered into a Register (by, date, name, contact address and nature of the complaint/grievance) that is kept at 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 was 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.

108. The Register is then signed off and dated by the person who is responsible for the decision. 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.

109. In the event that grievances cannot be resolved at the local level, MPWIDW 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 other forum, in accordance with the entitlements of the AP.

110. Table 8 outlines a summary of the grievance resolution process.

**Table 8: Proposed Grievance Resolution Process**

<b>GRIEVANCE RESOLUTION PROCESS</b>	
If an AP has any concern or grievance about the project, at any stage, they can submit a grievance to any level of their choosing. The recommended process is as follows:	
<b>Stages in Response Handling</b>	<b>Required Activities</b>
PMU - Grievance Focal Point (GFP) and Coordinator	Grievance Focal Point (PMU) verbally responds to questions and or complaints. If no response within one week or response is unsatisfactory, AP /complainant prepares a grievance in writing (utilize standard forms if available).
Contractor (Construction phase)	Receives grievance on site at the site office through its community liaison officer. Registers complaints (including verbal). Will provide feedback immediately, if possible, and report this immediately (within 24 hours) to PMU.
Project Implementation Assistance Consultant (PIAC)	This could be done after initial notification of grievance through the Grievance Focal Point and Coordinator (PMU), Contractor's site office, or through the PIAC (Resident Engineer/Project Coordinator).
PMU - Social Safeguards - Community Liaison	Registers the written complaint and attempts to resolve it with the AP within one week.

Officer	If a solution is not reached, the PMU refers it to the Ministry, MPWIDW
Ministry, MPWIELMD (Secretary and department heads)	Ministry department heads and secretary, MPWIDW registers the complaint and works together with the PMU in the resolution provides a decision within one week.  If the decision is still unacceptable to the AP, she/he may take it before the Land (or other relevant) Court, with all costs paid for by the project.
Land (or other) Court/Magistrates Court	The court hears the case and makes a final decision that is binding on all parties.

## VII. INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION

111. **Stakeholder Consultations.** There are three categories of stakeholders under this project: (i) Government, (ii) private sector including business owners and landowners and (iii) the public i.e., communities within the four (4) inhabited islands that comprise Funafuti atoll. The government stakeholders include: (i) Office of the Prime Minister (OPM) including Department of Lands; (ii) Ministry of Finance and National Planning, including the Climate Change Department; (iii) Ministry of Public Works, Infrastructure Development, and Water (MPWIDW) (iv) Ministry of Health and Social Welfare; and (v) Ministry of Local Government and Agriculture.

20. 112. The Team consulted with the major stakeholders during site visits from 14 May to 22 June 2022, 14 to 29 September 2022, and again 14 to 17 May 2023 in all sub-project communities. In total, at least 48 people were consulted during these consultations including 26 females (54%) during site visits and FWSSP awareness meetings (Funafuti Kaupule Letter of Endorsement for the PRF to perform surveys for the FWSSP Water Supply Pipeline Service Area to 2050 ) to be located within road easements

113. The Team also consulted with the government securing a copy of the latest land lease payments to landowners (List of 2021/2022 Payment for Funafuti Road Easement Leases for Projected Water Supply Pipeline Service Area to 2050).

114. Initial consultations in all subproject sites indicated a high level of support from the consulted communities including the affected church-run schools, business owners and the residential lot owners due to ongoing experiences with droughts and rising sea-levels causing groundwater level rise into household septic systems (STAKEHOLDER/COMMUNITY FEEDBACK SESSIONS – PARTICIPANTS LISTINGS). These included consultations with the Kaupule which led to project endorsement of land usage until 2050 under the project).

115. Also, the project team and project manager from PMU contacted and consulted the *Ulu Fenua* (clan leader) of the native land located at North Lofeagai agreed to support the FWSSP and the acquisition of around 3,190 m<sup>2</sup> at the proposed sanitation treatment/disposal site. Below are the consultation activities carried out during the project feasibility phase:

- (i) The first Tuvalu assignment visit by the consultants was in April/May/June 2022 included four days in Funafuti working with the PMU, the *Ulu fenua* (Clan Chief) Funafuti, and the Funafuti Land Council (FK and community) and some representatives of the *Matai* for site visits to one (1) land acquisition site (Lofeagai north), discussions of the land area requirements and FWSSP proposal



presentations. It also included meetings with Lands Department officials to source updated Government lease maps and documents including currency of lease payments for all of the Government operation lands upon which the project proposed that water and sanitation infrastructure be constructed (i.e., PWD HQ area; QEII park and all road easements in the Funafuti urban area;

- (ii) The second Tuvalu assignment visit in August/September 2022 included five days in Funafuti working with the PMU, the *Ulu fenua* (Clan Chief) Funafuti, and the Funafuti Land Council and members of the *Matai* for investigation of progress on resolution of government land lease issues, assessment of potential alternate sites, if required, updated FWSSP proposal presentations, and discussions of the proposed Grievance Redress Mechanism for land acquisitions under the FWSSP. Also included was travel by boat to the other Funafuti Atoll islands with short stops on Amatuku Island, Papaelise Island, and Funafala Islands, respectively, to inspect FWSSP proposals to provide additional water storage tanks to all households on these islands; and
- (iii) The third Tuvalu assignment visit was in September 2023 included seven days in Funafuti for a fact finding mission which involved working closely with the PMU and having meetings with the Implementing Agency and the Executing Agency as well as other stakeholders. Visit to the infrastructure sites (both sanitation site in Lofeagai and the RWH as well as the road network) were taken with members from the FK and Lands Department.

## VIII. ENTITLEMENTS, ASSISTANCE AND BENEFITS

### A. Entitlements

116. The *Ulu Fenua* (Clan Chief) of landowners of the native land located at North Lofeagai is considered an affected person (AP), thus entitled to compensation under the sanitation sub-

Type of Loss	Specification	Affected People	Compensation Entitlements
Permanent loss of urban or rural land	All land losses independent of impact severity	Landowners	<ul style="list-style-type: none"> <li>• Long term sub-lease based on the current Tuvalu government lease rates which shall be reviewed every 5 years.</li> <li>• Provision of all legal and other expenses associated with the lease.</li> <li>• Compensation will be paid for unaffected portions of plots if they become unviable or have their usage rights altered after impact occurs.</li> <li>• Compensation will be paid for existing physical assets (such as and not limited to existing housing structures, water storage facilities and pig pans) as well as for removal of any trees, plants or soils, sand and gravel on the demised land.</li> <li>• Compensate the Landowner for pollution and erosion of the demised land.</li> <li>• Payment for the affected assets/improvements on the land to be leased.</li> <li>• The Lessee shall pay the lease rate in advance by the 1<sup>st</sup> of September of each year.</li> </ul>
Community assets	Loss or damage to public infrastructure and utilities	Utility companies, public services	<ul style="list-style-type: none"> <li>• Rehabilitation/replacement of affected utilities (i.e., underground electricity and telecommunication cables, footpaths, roads, schools, health centers, etc.) to pre-program level at cost to the project.</li> </ul>
Any other loss not identified			<ul style="list-style-type: none"> <li>• Unanticipated impacts shall be documented and mitigated based on the principles provided in ADB's involuntary resettlement policy</li> </ul>

project entitlement matrix shown below.

## IX. INSTITUTIONAL ARRANGEMENTS

117. **Institutional arrangements for protection.** The Land Department who is responsible in preparing the lease documents and making payment to the landowners, is based in Funafuti, and is overseen by a director. It has a staff of four, including a lands specialist and a librarian. It does not have offices or personnel in the outer islands and have limited capacity to provide involuntary resettlement monitoring of projects during the construction phase.

118. The PRF consultant will complete the GoT's Environmental Impact Assessment application as part of the PRF Phase 2 activities to be undertaken in Q4 2023. At this Phase 2 stage, the final layout of project infrastructure will have been made with PWD/WSD and mapped for the ensuing civil works procurement plan packages.

## X. IMPLEMENTATION TIMETABLE

119. As per Crown Acquisition of Lands Act (1954) and the Department of Lands' internal policies and procedures, there are about 16 steps to secure the lease title to the proposed sub-project sites and approximately seven months to execute for each sub-project. The lease process in all sub-projects, however, could be undertaken in parallel with each other, to attempt to secure this for all locations within this period, if possible. This estimate was based on recent lease agreement carried out by Government for other ADB funded projects.

SN	ACTIVITIES	TIMEFRAME	RESPONSIBLE
1	Confirmation of land requirement and initial identification of landowner(s) through title search (Note: If unregistered land or landowner not identified, the Department of Lands (DoL), to conduct a land survey as the project proponent)	2-3 weeks	Consultants/PMU
2	Receive letter from the GoT in regards to the approval from Government and landowners to use existing government leased land for the construction of the elevated reservoirs in PWD and QEII park.	2 weeks	DoL/PMU/Ministry
3	Contact landowner through site visit to inform about the project.	1 week	Consultants/PMU
4	Meet with landowner(s) to confirm initial agreement to lease the land	1 week	Consultants/PMU
5	Verify land ownership status, government land valuation and market valuation	2 weeks	DoL Consultants/PMU Private Valuer
6	Management of legacy issue, if applicable: Manage the legacy lease issue on Funafuti through a signed MOU (GoT to provide)	1 month	PMU/DoL/FK
7	Carry out inventory of losses in the affected land allotments in the location of the third elevated reservoir and the third elevated reservoir site in North Lofeagai.	1 week	PMU/DoL/DoE/FK
8	Determine and agree proposed compensation amount with DoL/PMU before negotiation with landowner.	2 weeks	DoL Consultants/PMU
9	Organize follow-up meeting with landowner, or representative, to negotiate lease price	2 weeks	DoL Consultants/PMU
10	Allow time for landowner, or representative, to consult with family and own land valuer	2-3 weeks	Landowner

11	Prepare government lease form and compensation agreement form	1-2 weeks	DoL - Land Leasing Officer
12	Facilitate signing and payment of lease form and compensation agreement (50% payment or as per agreement) with landowner(s) with Third-Party Validation <sup>15</sup>	1 day	DoL Consultants/PMU
13	Provide signed lease for project site(s) for water supply and at Lofeagai North for wastewater treatment and disposal site.	2 weeks	DoL/PMU
14	Compile forms and consult DoL for Minister's endorsement to get to Cabinet for approval	1 week	DoL Consultants/PMU
15	Submit for Cabinet approval	1-2 weeks	DoL
16	Payment (final 50% or as per agreement with landowners)	1 day	DoL Consultants/PMU
17	PMU to collect Deed of Lease from DoL Leasing Officer	2-3 weeks or 1 week (if priority)	DoL Consultants/PMU
18	Final land survey and submission to DoL for filing	1 week	Consultants/PMU
19	Update the Draft RP once MOA had been signed and signed lease for Lofeagai North for wastewater treatment and disposal site as well as the third elevated reservoir has been provided	1-2 weeks	PMU
20	Proponent submits the Deed of Lease and compensation completion report to ADB	1 week	DoL Consultants/PMU
	<b>Estimated Time Frame</b>	<b>7.5 months</b>	
17	Commencement of civil works		

120. **Follow-Up Actions.** This RP will be again updated pending the resolution of the Funafuti land legacy issue and before award of any contract for civil works. Below are activities for GoT and PMU to action prior to finalization of this DDR.

121. Address the legacy land lease issue on Funafuti through a signed MOU (GoT to provide)

- 1) Address the legacy land lease issue on Funafuti through a signed MOU (GoT to provide);
- 2) Provide signed lease agreement for site at Lofeagai North for wastewater treatment and disposal site as well as for the third elevated reservoir (PMU).

<sup>15</sup> A Third-Party Validator could be someone who is a respected member of the general community who could certify that the affected person entered into the agreement without coercion and with informed consent.

## XI. RESETTLEMENT BUDGET

### A. Budget

122. The table below shows the estimated budget to be provided by the Government to implement the LAR activities for the FWSSP subprojects. A total amount of A\$ 310,275.63 (USD 217,188.75) is the estimated cost from the government budget to implement this Resettlement Plan.

S.N.	Items	Cost (A\$)	Cost (USD)
<b>A</b>	<b>Lease Payment</b>		
1	Sanitation facilities in Lofeagai - 0.77-acre land x A\$ 7,500/acre/year x 25 years <sup>16</sup>	144,375.00	101,060.48
2	Two (2) water reservoir towers – (land requirement, 625 m <sup>2</sup> per water tower): 1,2500m <sup>2</sup> (0.31 acre) land x A\$ 7,500/acre/year x 25 years	58,125.00	40,686.69
3	Damage to structures <sup>17</sup>	0.00	0.00
4	Damage to crops/trees <sup>18</sup>	5,000.00	3,499.93
	<b>Sub-total (A)</b>	<b>207,500.00</b>	<b>145,247.10</b>
<b>B</b>	<b>Implementation</b>		
1	Land Survey (DMS)	10,000	7,000
2	Consultations with APs	200	140
	<b>Sub-total (B)</b>	<b>10,200</b>	<b>7,140</b>
	<b>A + B Total</b>	<b>217,700.00</b>	<b>152,386.95</b>
	Contingency (10%)	21,770.00	15,238.70
	<b>TOTAL (A\$ &amp; USD)</b>	<b>239,470.00</b>	<b>167,625.65</b>

Source: PRF Study Consultants

### B. Monitoring and Reporting

123. The primary objective of monitoring is to identify as early as possible the activities achieved and the cause(s) of constraints so that the arrangements in the RP implementation can be adjusted. Also, another objective of monitoring is to collect Affected Person's feedback on the RP implementation and required corrective actions, if applicable. Monitoring is essential because RP implementation is often the critical path for any project where civil works are involved due to issues of land acquisition (lease), compensation, and resettlement that may cause a delay in civil works. The early identification of the causes of delay will enable the PMU (with support from the PMU consultants), to prepare the mitigating measures during RP implementation.

124. All RP tasks will be monitored internally monthly, and progress reported to the government and ADB on a semi-annual basis. Monitoring will be carried out by the PMU Safeguards Unit, with the assistance of the safeguard specialist(s), FK, Contractor or PIAC. All data collected will be

<sup>16</sup> Please refer to appendix F for more information

<sup>17</sup> No damages to existing infrastructure identified at the sanitation site; however, the existing water cistern in PWD will need to be demolished to build the water tower. During this process, a storage tank will be built on the base of the tower to compensate for the loss of water storage capacity.

<sup>18</sup> Trees and vegetation along the coastline near the sanitation facility at Lofeagai will be compensated to the landowners after a survey is carried out by the Lands department and the FK. An approximation of A\$5,000 is used for budgeting purposes which is subjected to change.

disaggregated by gender. These will be collected and will be reported monthly to the PMU to assess the RP implementation progress and adjust the work plan if necessary. These reports will be consolidated in the supervision reports for ADB and submitted semi-annually.

**FUNAFUTI KAUPULE LETTER OF ENDORSEMENT FOR THE PRF TO PERFORM SURVEYS FOR THE FWSSP WATER SUPPLY PIPELINE SERVICE AREA TO 2050 TO BE LOCATED WITHIN ROAD EASEMENTS**



**KAUPULE FUNAFUTI**

Luspeu, Funafuti

Phone: 68820422, 68820423 e.kausea@kaupulefunafuti.com

16 Mee 2023

Faatasi Malologa  
Director  
Department of Lands and Survey  
Office of the Prime Minsiter



Mataupu: Tali ki te manakoga ke toe fai Saveaga fakalei o te Fakai o Funafuti mai Sulani Shop Vaiaaku kit e Funafuti Fusi.

Talofa Tou 'Malu

Ko ala atu te tusi tenei o fakaako atu te tali ki te manakoga te lua ofisa ne fakaako mai ki te Kaupule i te po 31 Maati 2023.

Ne avaka fakamataupu te manakoga koulua ite Fonotaga Falekaupule i te po 13 Apelila 2023. Ne fakatalia te mataupu mo te manakoga te Falekaupule ke fai ne fakatokaga lei te Komiti te FNLTB mo te lua ofisa ki te faiga te galuega ki te Saveaga te fakai o Funafuti. Mo te vaitau nei seki toka fakatokaga kona.

Ko tulaga o te manakoga fakavave tenei ko too mai i te polotieki te FWSP, ko oti ne fakatalia ke kamata te galuega koulua tena ki te saveaga o auala kola ka fakamoe iei a pipe o te polotieki tenei.

Te taliaga tenei mo kogakoga fua kona o te polotieki ke mafai la o toka ki te kamataga o te polotieki.

Te taliaga fakavave tenei e pogai mai luga i te kiloga i kogakoga konei e fakamoe iei a pipes e too i loto i manafa liisi ate Malo, tela e toka koulua o fakakatoatoa a manakoga kona ke fakagofie kiei te saveaga ke mafai o fakamape a auala. Ke toka atu te feitu maua mai konci ki te saveaga te fakai ko fakailoa atu iei ke mafai o galue tasi te lua ofisa mo te Komiti tenei.

Ka isi ne fakafesiliga mai i te lua feitu, e toka au o agai atu i seose taimi galue io me meli mai ki taku meli iti [c.kausea@kaupulefunafuti.tv](mailto:c.kausea@kaupulefunafuti.tv).

Fakafetai Iasi

  
Faileta Kausea  
Luspeu  
Kaupule Funafuti



Cc: Feagaiga Penivao  
Emma P Lauti



## KAUPULE FUNAFUTI

Luapou, Funafuti

Phone: 68820422, 68820423 e.kausea@kaupulefunafuti.com

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19<sup>th</sup> May 2023

### TO WHOM IT MAY CONCERN

#### Consent - request regard the land survey for the FWSP

In reference to the Funafuti Falekaupule meeting on the 13<sup>th</sup> April, 2023, the request regard the land survey was approved.

Due to issues previously encountered from Land Survey on the main Funafuti settlement, the Falekaupule turned to the Funafuti Native Land Trust Board to oversee the Survey. At the meantime the Land survey was put on hold until further notice due to the FNLTB commitment to other priority matters.

With regard to the urgent need proposed by the Funafuti Water and Sanitation Project, the land survey was reconsidered because the areas needed for the project doesn't require a major survey within the main settlement. The consent was sent on the 16<sup>th</sup> May 2023 to the Lands and Survey department specifically for the areas required for the FWSP.

Please don't hesitate to contact me if need for further information on this matters.

Sincerely,

Enileta Kausea  
*Secretary*  
*Funafuti Council*



**LIST OF 2021/2022 PAYMENT FOR FUNAFUTI ROAD EASEMENT LEASES FOR PROJECTED WATER SUPPLY PIPELINE SERVICE AREA TO 2050**

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

		<u>Sept 2021 - Sept 2022</u>		\$7,500.00						
No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
1	Lasaini Esau LCAP C#:1/2020	Tealapae	26 (r)	0.03	\$7,500.00	\$225.00	\$225.00	\$225.00		\$225.00
2	Aloseta Teikafili	Nanumasa	34 (au)	0.05	\$7,500.00	\$375.00	\$375.00	\$1,725.00		\$1,725.00
		Matafenua Tevakatoetoe	143 (k)	0.07	\$7,500.00	\$525.00	\$525.00			
		Sumi	7 (t)	0.02	\$7,500.00	\$150.00	\$150.00			
		Lofeagai	22 (au)	0.04	\$7,500.00	\$300.00	\$300.00			
		Latalua	23 (ao)	0.05	\$7,500.00	\$375.00	\$375.00			
3	Safoka (Apelila S)	Sumi	7 (f)	0.05	\$7,500.00	\$375.00	\$375.00	\$375.00		\$375.00
4	Sotia Kolone (Ave ) (LC#:2/2015)	Toli	137 (ae)	0.03	\$7,500.00	\$225.00	\$225.00	\$225.00		\$225.00
5	Senitelela Tapu LC#: 4/2016	Folokolupe	9 (t)	0.05	\$7,500.00	\$375.00	\$375.00	\$6,375.00		\$6,375.00
		Teatuafulufulu	18 (u)	0.06	\$7,500.00	\$450.00	\$450.00			
		Tumu	21 (i)	0.08	\$7,500.00	\$600.00	\$600.00			
		Latalua	23 (f)	0.06	\$7,500.00	\$450.00	\$450.00			
		Latalua	23 (s)	0.06	\$7,500.00	\$450.00	\$450.00			
		Akimoa	27 (a)	0.07	\$7,500.00	\$525.00	\$525.00			
		Funafou	47 (e)	0.05	\$7,500.00	\$375.00	\$375.00			
		Niua	80 (l)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tugafale ite Fakai	76 (a)	0.03	\$7,500.00	\$225.00	\$225.00			
		Vaitekele	59 (ng)	0.07	\$7,500.00	\$525.00	\$525.00			
		Nanumasa	34 (aa)	0.03	\$7,500.00	\$225.00	\$225.00			
		Teatupua		0.16	\$7,500.00	\$1,200.00	\$1,200.00			
		Matafenua Tevakatoetoe	143 (f)	0.05	\$7,500.00	\$375.00	\$375.00			
Laumanifi	136 (r)	0.04	\$7,500.00	\$300.00	\$300.00					

## Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

		<u>Sept 2021 - Sept 2022</u>			\$7,500.00						
No	Landowner	Land_Name	Reg.No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment	
6	Soloseni Penitusi	Sumi	7 (e )	0.02	\$7,500.00	\$150.00	\$150.00	\$2,250.00		\$2,250.00	
		Tealapae	26 (p )	0.07	\$7,500.00	\$525.00	\$525.00				
		Vao	87 (u)	0.07	\$7,500.00	\$525.00	\$525.00				
		Laumanifi	136 (t)	0.04	\$7,500.00	\$300.00	\$300.00				
		Sapalau	125(l)	0.1	\$7,500.00	\$750.00	\$750.00				
7	Penipelite T.(Kaitu N)	Lofeagai	22 (k )	0.05	\$7,500.00	\$375.00	\$375.00	\$2,857.50		\$2,857.50	
		Latalua	23 (m )	0.06	\$7,500.00	\$450.00	\$450.00				
		Teavaamagoo	31 (ng)	0.06	\$7,500.00	\$450.00	\$450.00				
		Teasagatai	92 (i)	0.04	\$7,500.00	\$300.00	\$300.00				
		Tugafale	83 (a)	0.001	\$7,500.00	\$7.50	\$7.50				
		Talamaiava	53 (f)	0.04	\$7,500.00	\$300.00	\$300.00				
		Laugaisave	142 (m)	0.06	\$7,500.00	\$450.00	\$450.00				
		Laugaisave	142 (i)	0.04	\$7,500.00	\$300.00	\$300.00				
Tegaoa	140 (m)	0.03	\$7,500.00	\$225.00	\$225.00						
8	Kaivale Tila	Laumanifi	136 (e)	0.03	\$7,500.00	\$225.00	\$1,500.00				
		Folokovao	6 (l)	0.06	\$7,500.00	\$450.00					
		Latalua	23 (t)	0.03	\$7,500.00	\$225.00					
		Matalagi	24 (s)	0.04	\$7,500.00	\$300.00					
		Laugaisave	142 (v)	0.04	\$7,500.00	\$300.00					
	Falesa(Falesa)1/3					\$500.00				Falesa(Falesa)1/3	\$500.00
	Panapa Isaia(Kaivale) 1/3 LC# 6/12					\$500.00				Panapa Isaia(Kaivale) 1/3 LC# 6/12	\$500.00
Vaomua(Vaomua)1/3					\$500.00	Vaomua(Vaomua)1/3	\$500.00				
9	Anitelea Omeli LC#: 38/13	Laumanifi	136 (ae)	0.02	\$7,500.00	\$150.00	\$150.00	\$1,650.00		\$1,650.00	
		Saumalei	20 (u )	0.06	\$7,500.00	\$450.00	\$450.00				
		Tealapae	26 (f )	0.05	\$7,500.00	\$375.00	\$375.00				
		Toli	137 (ai)	0.06	\$7,500.00	\$450.00	\$450.00				
		Nukuatea	25 (af )	0.03	\$7,500.00	\$225.00	\$225.00				
10	Kakee Pese	Tepapa	134 (ao)	0.01	\$7,500.00	\$75.00	\$75.00	\$75.00		\$75.00	
11	Sagatua Teo	Lofeagai	22 (ae)	0.04	\$7,500.00	\$300.00	\$300.00	\$675.00		\$675.00	
		Teone	30 (o)	0.05	\$7,500.00	\$375.00	\$375.00				

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS****Sept 2021 - Sept 2022**

\$7,500.00

No	Landowner	Land Name	Reg No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
12	Vaitusi Tevakaniu LC #: 7/2016	Vao	87(l)	0.03	\$7,500.00	\$225.00	\$225.00	\$225.00		\$225.00
13	Kamuta.L	Matafenua Tevakatoetoe	143 (i)	0.03	\$7,500.00	\$225.00	\$225.00	\$4,950.00		\$4,950.00
		Folokovao	6 (ang)	0.08	\$7,500.00	\$600.00	\$600.00			
		Folokolupe	9 (l)	0.04	\$7,500.00	\$300.00	\$300.00			
		Matalagi	24 (a)	0.07	\$7,500.00	\$525.00	\$525.00			
		Akimoa	27 (u)	0.21	\$7,500.00	\$1,575.00	\$1,575.00			
		Nanumasa	34 (ng)	0.19	\$7,500.00	\$1,425.00	\$1,425.00			
		Luapou	45 (o)	0.02	\$7,500.00	\$150.00	\$150.00			
Sapii	46 (e)	0.02	\$7,500.00	\$150.00	\$150.00					
14	Puleua Savelio (Kiteao)	Matalagi	24 (aa)	0.03	\$7,500.00	\$225.00	\$225.00	\$450.00		\$450.00
		Tokotu	103(e)	0.03	\$7,500.00	\$225.00	\$225.00			
15	Teleke Peleti (GC)10/2018)	Matafenua Tevakatoetoe	143 (t)	0.1	\$7,500.00	\$750.00	\$750.00	\$3,450.00		\$3,450.00
		Folokolupe	9 (v)	0.03	\$7,500.00	\$225.00	\$225.00			
		Folokolupe	9 (k)	0.02	\$7,500.00	\$150.00	\$150.00			
		Teatuafulufulu	18 (j)	0.07	\$7,500.00	\$525.00	\$525.00			
		Latalua	23 (ae)	0.03	\$7,500.00	\$225.00	\$225.00			
		Teavaamagoo	31 (f)	0.04	\$7,500.00	\$300.00	\$300.00			
		Fanuafou	47 (i)	0.05	\$7,500.00	\$375.00	\$375.00			
		Niua	80 (o)	0.03	\$7,500.00	\$225.00	\$225.00			
		Lotomua	33 (j)	0.04	\$7,500.00	\$300.00	\$300.00			
Tegaoa ki Sulu	141 (i)	0.05	\$7,500.00	\$375.00	\$375.00					

## Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

		<u>Sept 2021 - Sept 2022</u>		\$7,500.00						
No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
16	Laloniu	Toli	137 (s)	0.05	\$7,500.00	\$375.00	\$375.00	\$375.00		\$375.00
17	Sokomani, Simona & Manipola	Tealapae	26 (v )	0.04	\$7,500.00	\$300.00		\$4,500.00		
		Laumanifi	136 (u)	0.13	\$7,500.00	\$975.00				
		Toli	137 (au)	0.05	\$7,500.00	\$375.00				
		Nukuatea	25 (ng )	0.03	\$7,500.00	\$225.00				
		Sumi	7 (i )	0.06	\$7,500.00	\$450.00				
		Latalua	23 (p )	0.04	\$7,500.00	\$300.00				
		Tealapae	26 (t )	0.07	\$7,500.00	\$525.00				
		Teone	30 ( )	0.05	\$7,500.00	\$375.00				
		Tepule	55 (a)	0.03	\$7,500.00	\$225.00				
	Vailaloniu	90 (a)	0.03	\$7,500.00	\$225.00					
	Sapii	46 (a)	0.07	\$7,500.00	\$525.00					
		Tutasi Toma						\$600.00		Tutasi Toma
	Viliamu Liveti						\$600.00		Viliamu Liveti	\$600.00
	Laisini Papamau						\$600.00		Laisini Papamau	\$600.00
	Salome-Teleke						\$600.00		Salome-Teleke	\$600.00
	Puava Lalua - Taulagi (LC#: 15/2013)						\$600.00		Puava Lalua - Taulagi (LC#: 15/2013)	\$600.00
	Tui Peniasi - Siliga						\$1,500.00		Tui Peniasi - Siliga	\$1,500.00

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS****Sept 2021 - Sept 2022**

\$7,500.00

No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
18	Levolo.F	Sumi	7 (s)	0.04	\$7,500.00	\$300.00		\$4,275.00		
		Sumi	7 (l)	0.04	\$7,500.00	\$300.00				
		Lofeagai	22 (i) & 22(o)	0.07	\$7,500.00	\$525.00				
		Lofeagai	22 (e)	0.02	\$7,500.00	\$150.00				
		Matalagi	24 (i)	0.01	\$7,500.00	\$75.00				
		Nukuatea	25 (i)	0.08	\$7,500.00	\$600.00				
		Akimoa	27 (o)	0.14	\$7,500.00	\$1,050.00				
		Teavaamagoo	31 (o)	0.08	\$7,500.00	\$600.00				
		Tepule	55 ( )	0.04	\$7,500.00	\$300.00				
		Falesa	74 (e)	0.02	\$7,500.00	\$150.00				
		Vaotai	87(r)	0.03	\$7,500.00	\$225.00				
		Shared as follows LC#: 18/13								
									Sioni (Mailagi)	\$712.50
									Levolo (Teiloga)	\$712.50
									Taulamati (Selipe)	\$712.50
									Polau (Savali)	\$712.50
									Moemoe (Setefano)	\$712.50
									Lita	\$712.50

Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

Sept 2021 - Sept 2022 \$7,500.00

No	Landowner	Land Name	Reg No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
19	Suluelise Asuelu (Liuvaka) LC#6/2015	Nauti Primary School		0.05	\$7,500.00	\$375.00	\$375.00	\$375.00		\$375.00
20	Teo Pasifika	Tepapa	134 (ai)	0.03	\$7,500.00	\$225.00	\$225.00	\$11,955.00		\$11,955.00
		Folokolupe	9 (i)	0.04	\$7,500.00	\$300.00	\$300.00			
		Teasagataupaka	19 (o)	0.48	\$7,500.00	\$3,600.00	\$3,600.00			
		Saumalei	20 (ng)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tumu	21 (a)	0.02	\$7,500.00	\$150.00	\$150.00			
		Tumu	21 (e)	0.02	\$7,500.00	\$150.00	\$150.00			
		Lofegai	22 (ng)	0.04	\$7,500.00	\$300.00	\$300.00			
		Lofegai	22 (aa)	0.02	\$7,500.00	\$150.00	\$150.00			
		Latalua	23 (aa)	0.05	\$7,500.00	\$375.00	\$375.00			
		Matalagi	24 (ao)	0.04	\$7,500.00	\$300.00	\$300.00			
		Nukuatea	25 (a)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tealapae	26 (i)	0.04	\$7,500.00	\$300.00	\$300.00			
		Teone	30 (m)	0.04	\$7,500.00	\$300.00	\$300.00			
		Teavaamagoo	31 (i)	0.06	\$7,500.00	\$450.00	\$450.00			
		Nanumasa	34 (ae)	0.04	\$7,500.00	\$300.00	\$300.00			
		Mulipatai	89 (f)	0.04	\$7,500.00	\$300.00	\$300.00			
		Vailaloni	90 (j)	0.04	\$7,500.00	\$300.00	\$300.00			
		Vao	87 (o)	0.03	\$7,500.00	\$225.00	\$225.00			
		Vao	87 (a)	0.13	\$7,500.00	\$975.00	\$975.00			
		Matautu	81 (o)	0.004	\$7,500.00	\$30.00	\$30.00			
Malugata	57 (o)	0.08	\$7,500.00	\$600.00	\$600.00					
Nauti Primary School		0.03	\$7,500.00	\$225.00	\$225.00					
Vao	87 (e)	0.06	\$7,500.00	\$450.00	\$450.00					
Laumanifi	136 (a)	0.02	\$7,500.00	\$150.00	\$150.00					
Tegaoa	140 (e)	0.02	\$7,500.00	\$150.00	\$150.00					
Tegaoa ki Sulu	141 (e)	0.03	\$7,500.00	\$225.00	\$225.00					
Laugaisava	142 (s)	0.03	\$7,500.00	\$225.00	\$225.00					
Laugaisave	142 (j)	0.08	\$7,500.00	\$600.00	\$600.00					

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

No	Landowner	Sept 2021 - Sept 2022			\$7,500.00			Total Rent	Payee	Payment
		Land_Name	Reg_No	Acreage	Rate	Rent	Distribution			
21	Lui	Nukuatea	25 (o )	0.02	\$7,500.00	\$150.00	\$150.00	<b>\$450.00</b>		<b>\$450.00</b>
		Lotomua	33 (n)	0.04	\$7,500.00	\$300.00	\$300.00			
22	Taani Luki LC#: 23/21(Luki. Taniela)	Teone	30 (a)	0.05	\$7,500.00	\$375.00	\$375.00	<b>\$1,575.00</b>		<b>\$1,575.00</b>
		Tepapa	134 (m)	0.01	\$7,500.00	\$75.00	\$75.00			
		Teatuafulufulu	18 (i )	0.05	\$7,500.00	\$375.00	\$375.00			
		Matalagi	24 (r )	0.05	\$7,500.00	\$375.00	\$375.00			
		Tegaoa	140 (f)	0.05	\$7,500.00	\$375.00	\$375.00			
23	Maene I	Laugaisave	142 (o)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$1,125.00</b>		<b>\$1,125.00</b>
		Fakai Tegako	12 ( )	0.02	\$7,500.00	\$150.00	\$150.00			
		Saumalei	20 (p )	0.03	\$7,500.00	\$225.00	\$225.00			
		Matalagi	24 (v )	0.05	\$7,500.00	\$375.00	\$375.00			
		Vailele	86 (u)	0.01	\$7,500.00	\$75.00	\$75.00			
24	Alama M (Malau Alama)	Niua	80 (p)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$1,050.00</b>		<b>\$1,050.00</b>
		Folokovao	6 (af)	0.03	\$7,500.00	\$225.00	\$225.00			
		Tepapa	134 (?)	0.05	\$7,500.00	\$375.00	\$375.00			
		Laugaisave	142 (t)	0.02	\$7,500.00	\$150.00	\$150.00			
25	Elaine (Melialofa)	Tepapa	134 ( )	0.02	\$7,500.00	\$150.00	\$150.00	<b>\$900.00</b>		<b>\$900.00</b>
		Matautu	81 (a)	0.04	\$7,500.00	\$300.00	\$300.00			
		Toli	137 (am)	0.03	\$7,500.00	\$225.00	\$225.00			
		Laugaisave	142 (ng)	0.03	\$7,500.00	\$225.00	\$225.00			
26	Mesaako.U	Teasagataupaka	19 (e )	0.09	\$7,500.00	\$675.00	\$675.00	<b>\$1,050.00</b>		<b>\$1,050.00</b>
		Vaotai	87 (n)	0.03	\$7,500.00	\$225.00	\$225.00			
		Tepapa	134 (ng)	0.02	\$7,500.00	\$150.00	\$150.00			

Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

Sept 2021 - Sept 2022 \$7,500.00

No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment	
27	Fealofani	Matafenua Tevakatoetoe	143 (s)	0.03	\$7,500.00	\$225.00		\$1,200.00			
	Share as follows	Sumi	7 (ng )	0.05	\$7,500.00	\$375.00					
		Niua	80 (?)	0.05	\$7,500.00	\$375.00					
		Tokotu	?	0.03	\$7,500.00	\$225.00					
	Foupula and Galifale 1/2 each										
	Galifale (Lupe S)						\$600.00			Galifale (Lupe S)	\$600.00
	Fealofani 1/5 of Foupula half						\$120.00			Fealofani 1/5 of Foupula half	\$120.00
	Lota Misi (Misi) 1/5 (LC#: 01/2013)						\$120.00			Lota Misi (Misi) 1/5 (LC#: 01/2013)	\$120.00
	Lisi A (Lisi S) 1/5						\$120.00			Lisi A (Lisi S) 1/5	\$120.00
	Enele (Foupula) 1/5						\$120.00			Enele (Foupula) 1/5	\$120.00
Lupe 1/5						\$120.00		Lupe 1/5	\$120.00		



**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

No	Landowner	Sept 2021 - Sept 2022		\$7,500.00			Total Rent	Payee	Payment	
		Land_Name	Reg_No	Acreage	Rate	Rent				Distribution
28	Fealofani and others	Latalua	23 (o )	0.05	\$7,500.00	\$375.00	\$750.00			
		Tealapae	26 (l )	0.05	\$7,500.00	\$375.00				
	Fealofani Share as follows: 1/5 each				\$187.50					
	Fealofani 1/5					\$37.50				
	Lota Misi(Misi) 1/5 (LC#: 01/2013)					\$37.50				
	Liisi A (Liisi S) 1/5					\$37.50				
	Enele (Foupula) 1/5					\$37.50				
	Lupe S 1/5					\$37.50				
	Suka (Litia) App. Case No: 18/2011				\$187.50					
	Shared as folloews:									
	Suka T 3/7					\$80.36				
	Siketi T 2/7					\$53.57				
	Litia Leo 1/7					\$26.79				
	Motuomanu 1/7					\$26.79				
	Talaapa Siona (Pesiki)				\$187.50	\$187.50				
	Mili Teleke (Mitiana) (LC#: 05/2013)				\$187.50	\$37.50				
	Tanielu Maleko (LC#: 02/2013)					\$37.50				
	Pelesie (Tevao)					\$37.50				
	Lola B					\$37.50				
	Maike T					\$37.50				
29	Moeava	Saumalei	20 (o )	0.03	\$7,500.00	\$225.00	\$825.00		\$825.00	
		Matautu	81 (f)	0.03	\$7,500.00	\$225.00				\$225.00
		Sapii	46 (ng)	0.05	\$7,500.00	\$375.00				\$375.00

## Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

No	Landowner	Sept 2021 - Sept 2022			\$7,500.00			Total Rent	Payee	Payment
		Land_Name	Reg_No	Acreege	Rate	Rent	Distribution			
30	Mofete Naseli	Laumanifi	136 (l)	0.03	\$7,500.00	\$225.00	\$225.00	\$1,575.00		\$1,575.00
		Folokolupe	9 (ng )	0.04	\$7,500.00	\$300.00	\$300.00			
		Teavaamagoo	31 (u)	0.07	\$7,500.00	\$525.00	\$525.00			
		Vaitekele	59 (i)	0.07	\$7,500.00	\$525.00	\$525.00			
31	Penileta Setema	Folokolupe	9 (e )	0.03	\$7,500.00	\$225.00	\$225.00	\$7,425.00		\$7,425.00
		Folokolupe	9 (o )	0.05	\$7,500.00	\$375.00	\$375.00			
		Fakai Tegako	12 (?)	0.05	\$7,500.00	\$375.00	\$375.00			
		Teasagataupaka	19 (m )	0.06	\$7,500.00	\$450.00	\$450.00			
		Saumalei	20 (t )	0.02	\$7,500.00	\$150.00	\$150.00			
		Lofeagai	22 (a )	0.05	\$7,500.00	\$375.00	\$375.00			
		Lofeagai	22 (ai )	0.03	\$7,500.00	\$225.00	\$225.00			
		Latalua	23 (n )	0.04	\$7,500.00	\$300.00	\$300.00			
		Matalagi	24 (o )	0.04	\$7,500.00	\$300.00	\$300.00			
		Matalagi	24 (p )	0.14	\$7,500.00	\$1,050.00	\$1,050.00			
		Matalagi	24 (u )	0.03	\$7,500.00	\$225.00	\$225.00			
		Matalagi	24 (f )	0.04	\$7,500.00	\$300.00	\$300.00			
		Teone	30 (u)	0.06	\$7,500.00	\$450.00	\$450.00			
		Lotomua	33 (a)	0.07	\$7,500.00	\$525.00	\$525.00			
		Tepule	55 (e)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tokotu		0.03	\$7,500.00	\$225.00	\$225.00			
		Tokotu		0.01	\$7,500.00	\$75.00	\$75.00			
		Sapalau	125(i)	0.05	\$7,500.00	\$375.00	\$375.00			
		Tokotu	102 (e)	0.04	\$7,500.00	\$300.00	\$300.00			
Vao	87 (ng)	0.03	\$7,500.00	\$225.00	\$225.00					
Matafele	84 (a)	0.05	\$7,500.00	\$375.00	\$375.00					
Lotomua	33(?)	0.03	\$7,500.00	\$225.00	\$225.00					

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

		<u>Sept 2021 - Sept 2022</u>				\$7,500.00							
No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment			
32	Niu A	Laumanifi	136 (ao)	0.05	\$7,500.00	\$375.00		\$1,950.00					
		Toli	137 (am)	0.04	\$7,500.00	\$300.00							
		Teatuafulufulu	18 (o )	0.06	\$7,500.00	\$450.00							
		Sapii	46 (ng) ?	0.04	\$7,500.00	\$300.00							
		Tealapae	26(ng) ?	0.07	\$7,500.00	\$525.00							
		Tolue Niu (Niu)					\$426.56					Tolue Niu (Niu)	\$426.56
		Stanley Manao (Vasati)					\$426.56					Stanley Manao (Vasati)	\$426.56
		Olapa Maluga (Tine)					\$426.56					Olapa Maluga (Tine)	\$426.56
Aisake Epati (Sulusani)					\$426.56		Aisake Epati (Sulusani)	\$426.56					
	Nomani Iese (12.5%)					\$243.75		Nomani Iese (12.5%)	\$243.76				
33	Viliamu Liveti (Katalaina)	Tefou	8 (a )	0.06	\$7,500.00	\$450.00	\$450.00	\$675.00		\$675.00			
		Tepapa	134 (k)	0.03	\$7,500.00	\$225.00	\$225.00						
34	Laisini Papamau	Lofeagai	22 (ng )	0.02	\$7,500.00	\$150.00	\$150.00	\$150.00		\$150.00			
35	Penileta S Pele	Tegaoa	140 (l)	0.04	\$7,500.00	\$300.00	\$300.00	\$1,125.00		\$1,125.00			
		Laugaisave	142 (e)	0.02	\$7,500.00	\$150.00	\$150.00						
		Matafenua Tevakatoetoe	143 (v)	0.09	\$7,500.00	\$675.00	\$675.00						
36	Iosia Apelu(Pelise Siavau)	Folokolupe	9 (n ) ?	0.04	\$7,500.00	\$300.00	\$300.00	\$300.00		\$300.00			
37	Peniata Tui SM Court	Tokotu	102(e)	0.03	\$7,500.00	\$225.00	\$225.00	\$1,050.00		\$1,050.00			
		Matafele	84 (i) ?	0.02	\$7,500.00	\$150.00	\$150.00						
		Saumalei	20 (m ) ?	0.02	\$7,500.00	\$150.00	\$150.00						
		Akimoa	27 (ng)	0.07	\$7,500.00	\$525.00	\$525.00						
38	Penipelite (Pulafagu)	Vailaloniu	90 (i)	0.04	\$7,500.00	\$300.00	\$300.00	\$300.00		\$300.00			
39	Susie Motufoua (Telekia) (LC#: 16/2013)	Matalagi	24 (e )	0.03	\$7,500.00	\$225.00	\$225.00	\$600.00		\$600.00			
		Teone	30 (e)	0.05	\$7,500.00	\$375.00	\$375.00						

## Attachment B

## FUNAFUTI ROAD PARCELS LEASE PAYMENTS

		<u>Sept 2021 - Sept 2022</u>				\$7,500.00				
No	Landowner	Land_Name	Reg No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
40	Tumua Latasi (Pepetua) LC#: 15/2015	Makini	29 (e)	0.08	\$7,500.00	\$600.00	\$600.00	\$1,425.00		\$1,425.00
		Latalua	23 (n) ?	0.06	\$7,500.00	\$450.00	\$450.00			
		Laugaisave	142 (u)	0.05	\$7,500.00	\$375.00	\$375.00			
41	Lopati Iakopo (Pole)	Niua	80 ( )	0.04	\$7,500.00	\$300.00	\$300.00	\$300.00		\$300.00
42	Pua Naseli	Tegaoa	140 (ang)	0.06	\$7,500.00	\$450.00	\$450.00	\$450.00		\$450.00
43	Leupena Maimoaga LC#: 16/2015	Folokovao	6 (ai)	0.04	\$7,500.00	\$300.00	\$300.00	\$3,525.00		\$3,525.00
		Sumi	7 (u)	0.02	\$7,500.00	\$150.00	\$150.00			
		Sumi	7 ( )	0.02	\$7,500.00	\$150.00	\$150.00			
		Teasagataupaka	19 (f)	0.09	\$7,500.00	\$675.00	\$675.00			
		Saumalei	20 (s) ?	0.02	\$7,500.00	\$150.00	\$150.00			
		Latalua	23 (v)	0.05	\$7,500.00	\$375.00	\$375.00			
		Matalagi	24 (k)	0.03	\$7,500.00	\$225.00	\$225.00			
		Matautu	81 (ng)	0.03	\$7,500.00	\$225.00	\$225.00			
		Luapou	45 (u) ?	0.02	\$7,500.00	\$150.00	\$150.00			
		Teavaamagoo	31 (e)	0.06	\$7,500.00	\$450.00	\$450.00			
		Tepapa	134 (p)	0.02	\$7,500.00	\$150.00	\$150.00			
Toli	137 (i)	0.02	\$7,500.00	\$150.00	\$150.00					
Toli	137 (o)	0.05	\$7,500.00	\$375.00	\$375.00					
44	Polau K (Salome)	Sumi	7 (m)	0.05	\$7,500.00	\$375.00	\$375.00	\$600.00		\$600.00
		Tegaoa	140 (o)	0.03	\$7,500.00	\$225.00	\$225.00			
45	Samia S	Tugafale i Tegako	13 (a)	0.03	\$7,500.00	\$225.00	\$225.00	\$675.00		\$675.00
		Kaiga i Tegako	15 (a)	0.02	\$7,500.00	\$150.00	\$150.00			
		Vaotai	87 (aa)	0.04	\$7,500.00	\$300.00	\$300.00			

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS****Sept 2021 - Sept 2022**

\$7,500.00

No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
46	Seanoa S	Tepapa	134 (au)	0.01	\$7,500.00	\$75.00	\$75.00	<b>\$2,100.00</b>		<b>\$2,100.00</b>
		Tepapa	134 (af)	0.02	\$7,500.00	\$150.00	\$150.00			
		Laumanifi	136 (f)	0.03	\$7,500.00	\$225.00	\$225.00			
		Tealalafaga	16 (l)	0.02	\$7,500.00	\$150.00	\$150.00			
		Lofeagai	22 (ao)	0.03	\$7,500.00	\$225.00	\$225.00			
		Latalua	23 (l)	0.03	\$7,500.00	\$225.00	\$225.00			
		Matalagi	24 (i)	0.04	\$7,500.00	\$300.00	\$300.00			
		Nukuatea	25 (l)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tokotu	102(f)	0.03	\$7,500.00	\$225.00	\$225.00			
Vailele	86 (a)	0.03	\$7,500.00	\$225.00	\$225.00					
47	Semeli A	Tepapa	134 (u)	0.03	\$7,500.00	\$225.00	\$225.00	<b>\$675.00</b>		<b>\$675.00</b>
		Lofeagai	22 (a) ?	0.03	\$7,500.00	\$225.00	\$225.00			
		Akimoa	27 (m) ?	0.03	\$7,500.00	\$225.00	\$225.00			
48	Siaosi F	Folokovao	6 (aa)	0.06	\$7,500.00	\$450.00	\$450.00	<b>\$3,675.00</b>		<b>\$3,675.00</b>
		Lofeagai	22 (s)	0.03	\$7,500.00	\$225.00	\$225.00			
		Latalua	23 (ng)	0.03	\$7,500.00	\$225.00	\$225.00			
		Makini	29 (a)	0.03	\$7,500.00	\$225.00	\$225.00			
		Lotomua	33 ( ) ?	0.05	\$7,500.00	\$375.00	\$375.00			
		Teasagatai	92 (u) ?	0.06	\$7,500.00	\$450.00	\$450.00			
		Sapalau	?	0.07	\$7,500.00	\$525.00	\$525.00			
		Tokotu	102 (a)	0.09	\$7,500.00	\$675.00	\$675.00			
		Toli Tokelau	138 (a)	0.04	\$7,500.00	\$300.00	\$300.00			
Toli	137 (u)	0.03	\$7,500.00	\$225.00	\$225.00					

## Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

		<b>Sept 2021 - Sept 2022</b>		\$7,500.00								
No	Landowner	Land_Name	Reg_No	Acreege	Rate	Rent	Distribution	Total Rent	Payee	Payment		
49	Osema (Peitala)	Tokotu	102(a)	0.11	\$7,500.00	\$825.00		<b>\$2,700.00</b>				
	App. Case No. 10/04 (03/02/2012)	Tuganiu Tegako	14 (i) ?	0.02	\$7,500.00	\$150.00						
		Tepapa	134 (v)	0.04	\$7,500.00	\$300.00						
		Sumi	7 (p) ?	0.04	\$7,500.00	\$300.00						
		Tegaoa	140 (p)	0.05	\$7,500.00	\$375.00						
		Teasagataupaka	19 (l) ?	0.1	\$7,500.00	\$750.00						
	Siaosi Finiki (1/2)						<b>\$1,350.00</b>	Siaosi Finiki (1/2)	<b>\$1,350.00</b>			
	Aifou Tafia (1/2)						<b>\$1,350.00</b>	Aifou Tafia (1/2)	<b>\$1,350.00</b>			
50	Maiiau Ieemia	Vailele	86 (ng)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$300.00</b>		<b>\$300.00</b>		
51	Suka T	Mulipatai	89 (a)	0.01	\$7,500.00	\$75.00		<b>\$532.50</b>				
		Matalagi Tevaka	24 (m)	0.04	\$7,500.00	\$300.00						
	App Case No: 18/2011	Matafenua Tevakatoetoe	143 (p)	0.02	\$7,500.00	\$150.00						
	Shared amongst:	Tugafale	83 (e) ?	0.001	\$7,500.00	\$7.50						
	Suka T 3/7						\$228.21				Suka T 3/7	\$228.21
	Siketiti T 2/7						\$152.14				Siketiti T 2/7	\$152.15
Litia Leo 1/7						\$76.07	Litia Leo 1/7	\$76.07				
Motuomanu 1/7						\$76.07	Motuomanu 1/7	\$76.07				
52	Manipola (Lauina)	Laugaisave	142 (a)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$300.00</b>		<b>\$300.00</b>		
53	Sulufaiga I	Lofeagai	22 (r)	0.03	\$7,500.00	\$225.00	\$225.00	<b>\$750.00</b>		<b>\$750.00</b>		
		Teone	30 (ng)	0.04	\$7,500.00	\$300.00	\$300.00					
		Vailele	86 (f)	0.03	\$7,500.00	\$225.00	\$225.00					

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

No	Landowner	Sept 2021 - Sept 2022			\$7,500.00			Total Rent	Payee	Payment
		Land_Name	Reg_No	Acreage	Rate	Rent	Distribution			
54	Tagivasa	Tepapa	134 (s)	0.03	\$7,500.00	\$225.00	\$225.00	\$3,975.00		\$3,975.00
		Toli	137 (g)	0.07	\$7,500.00	\$525.00	\$525.00			
		Tegaoa	140 (u)	0.05	\$7,500.00	\$375.00	\$375.00			
		Matafenua Tevakatoetoe	143 (u)	0.03	\$7,500.00	\$225.00	\$225.00			
		Folokolupe	9 (m )	0.03	\$7,500.00	\$225.00	\$225.00			
		Lulupuaka i Tegako	10 (a )	0.03	\$7,500.00	\$225.00	\$225.00			
		Saumalei	20 (a )	0.04	\$7,500.00	\$300.00	\$300.00			
		Saumalei	20 (e )	0.02	\$7,500.00	\$150.00	\$150.00			
		Latalua	23 (u )	0.05	\$7,500.00	\$375.00	\$375.00			
		Matalagi	24 (ae )	0.07	\$7,500.00	\$525.00	\$525.00			
		Nukuatea	25 (e )	0.05	\$7,500.00	\$375.00	\$375.00			
Matafele	84 (u )	0.02	\$7,500.00	\$150.00	\$150.00					
Nauti Primary School		0.04	\$7,500.00	\$300.00	\$300.00					
55	Tagoi & Olepa (Lipaa)	Tokotu	103(e/2)	0.03	\$7,500.00	\$225.00	\$225.00	\$225.00		\$225.00
56	Malia Kilifi	Toli	137 (t)	0.04	\$7,500.00	\$300.00	\$300.00	\$1,125.00		\$1,125.00
		Laugaisave	142 (p)	0.02	\$7,500.00	\$150.00	\$150.00			
		Folokovao	6 (a )	0.05	\$7,500.00	\$375.00	\$375.00			
		Tealapae	26 (m ) ?	0.04	\$7,500.00	\$300.00	\$300.00			
57	Tauese T	Folokovao	6 (ao )	0.07	\$7,500.00	\$525.00	\$525.00	\$5,250.00		\$5,250.00
		Folokolupe	9 (p )	0.06	\$7,500.00	\$450.00	\$450.00			
		Pukeuu	17 (ng ) ?	0.03	\$7,500.00	\$225.00	\$225.00			
		Teasagataupaka	19 (i )	0.15	\$7,500.00	\$1,125.00	\$1,125.00			
		Teasagataupaka	19 (u )	0.08	\$7,500.00	\$600.00	\$600.00			
		Nukuatea	25 (u )	0.08	\$7,500.00	\$600.00	\$600.00			
		Nanumasa	34 (f)	0.07	\$7,500.00	\$525.00	\$525.00			
		Tokotu	102 (u)	0.04	\$7,500.00	\$300.00	\$300.00			
		Kaugutu Malae	75 (a)	0.03	\$7,500.00	\$225.00	\$225.00			
		Tepapa	134 (c)	0.01	\$7,500.00	\$75.00	\$75.00			
Toli	137 (l)	0.04	\$7,500.00	\$300.00	\$300.00					
Tegaoa	140 (a)	0.04	\$7,500.00	\$300.00	\$300.00					
58	Taufua F	Folokolupe	9 (u )	0.03	\$7,500.00	\$225.00	\$225.00	\$1,725.00		\$1,725.00
		Tealapae	26 (s )	0.06	\$7,500.00	\$450.00	\$450.00			
		Tepule	55 (o)	0.03	\$7,500.00	\$225.00	\$225.00			
		Teasigatai	92 (e)	0.05	\$7,500.00	\$375.00	\$375.00			

Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

		<u>Sept 2021 - Sept 2022</u>		\$7,500.00						
No	Landowner	Land Name	Reg No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
		<b>Kaugutu Malae</b>	75 (o)	0.02	\$7,500.00	\$150.00	\$150.00			
		<b>Tegaoa</b>	140 (ng)	0.04	\$7,500.00	\$300.00	\$300.00			
59	<b>Sauniga Kaio</b>	<b>Folokovao</b>	6 (au)	0.03	\$7,500.00	\$225.00		<b>\$675.00</b>		
	<b>Share with Afe</b>	<b>Lotomua</b>	33 (m) ?	0.04	\$7,500.00	\$300.00				
	<b>2/3:1/3</b>	<b>Sapii</b>	46 (i)	0.02	\$7,500.00	\$150.00				
	<b>Taula Kaio 2/3</b>						<b>\$450.00</b>			<b>Taula Kaio 2/3</b>
	<b>Afe 1/3</b>						<b>\$225.00</b>		<b>Afe 1/3</b>	<b>\$225.00</b>
60	<b>(Puava Lalua)Taulagi (LC#: 15/2013)</b>	<b>Tepapa</b>	134 (r)	0.03	\$7,500.00	\$225.00	\$225.00	<b>\$1,125.00</b>		
		<b>Tealapae</b>	26 (a)	0.05	\$7,500.00	\$375.00	\$375.00			
		<b>Vailaloni</b>	90 (e) ?	0.04	\$7,500.00	\$300.00	\$300.00			
		<b>Sapalau</b>	125(?)	0.03	\$7,500.00	\$225.00	\$225.00			



**FUNAFUTI ROAD PARCELS LEASE PAYMENTS**

No	Landowner	Land_Name	Reg_No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
						\$7,500.00				
		<b>Sept 2021 - Sept 2022</b>				\$7,500.00				
61	Suka T	Tepapa	134 (l)	0.01	\$7,500.00	\$75.00		<b>\$3,300.00</b>		
		Matafenua	143 (l)	0.05	\$7,500.00	\$375.00				
		Tevakatoetoe	11 (a)	0.03	\$7,500.00	\$225.00				
		Tegako	16 (e)	0.03	\$7,500.00	\$225.00				
		Tealalafaga	16 (i)	0.03	\$7,500.00	\$225.00				
		Matalagi	24 (n)	0.06	\$7,500.00	\$450.00				
		Fakapaseke	32 (e)	0.04	\$7,500.00	\$300.00				
		Talamaiaava	53 ( ) ?	0.04	\$7,500.00	\$300.00				
		Luapou	45 (f)	0.02	\$7,500.00	\$150.00				
		Nauti Primary School		0.03	\$7,500.00	\$225.00				
		Auala i Tokotu	102 (n)	0.05	\$7,500.00	\$375.00				
		Vao	87(v)	0.05	\$7,500.00	\$375.00				
	Suka T (Taupale)				\$825.00					
	Suka T (Taupale)						\$353.57		Suka T (Taupale)	\$353.57
	Siketi T						\$235.71		Siketi T	\$235.71
	Litia Leo						\$117.86		Litia Leo	\$117.86
	Motuomanu						\$117.86		Motuomanu	\$117.86
	Noama	(Total*0.2436363636363636 4) from Previous Calculation					\$825.00		Noama	\$825.00
	Keisi (Pualuku)						\$825.00		Keisi (Pualuku)	\$825.00
	Saini						\$825.00		Saini	\$825.00
	SM Court#: 02/09									

## Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS****Sept 2021 - Sept 2022**

\$7,500.00

No	Landowner	Land_Name	Reg.No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
62	Apete Apelu (Teagai)	Teasagataupaka	19 (ng)	0.05	\$7,500.00	\$375.00	\$375.00	<b>\$3,525.00</b>		<b>\$-</b>
		Lofeagai	22 (t)	0.05	\$7,500.00	\$375.00	\$375.00			
		Teavaamagoo	31 (a)	0.07	\$7,500.00	\$525.00	\$525.00			
		Lotomua	33 (i) ?	0.1	\$7,500.00	\$750.00	\$750.00			
		Tokotu	?	0.04	\$7,500.00	\$300.00	\$300.00			
		Tokotu	102 (o)	0.04	\$7,500.00	\$300.00	\$300.00			
		Matafele	84 (l)	0.04	\$7,500.00	\$300.00	\$300.00			
		Auala i Tokotu	102 (o)	0.02	\$7,500.00	\$150.00	\$150.00			
		Toli	137 (n)	0.06	\$7,500.00	\$450.00	\$450.00			
63	Teava S	Teavaamagoo	31 (n) ?	0.05	\$7,500.00	\$375.00	\$375.00	<b>\$375.00</b>		<b>\$375.00</b>
64	Polau Kofe (Temukisa K)	Folokolupe	9 (f)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$1,650.00</b>		<b>\$1,650.00</b>
		Fakapaseke	32 (i)	0.1	\$7,500.00	\$750.00	\$750.00			
		Matautu	81 (l)	0.02	\$7,500.00	\$150.00	\$150.00			
		Sapii	46 (s)	0.02	\$7,500.00	\$150.00	\$150.00			
		Fakalofu	52 (a)	0.04	\$7,500.00	\$300.00	\$300.00			
65	Sotia Kolone (Teuini N) (LC#: 02/2015)	Tepapa	134 (t)	0.03	\$7,500.00	\$225.00	\$225.00	<b>\$1,575.00</b>	Teuni Malosi (LCAP#:05/2021)	<b>\$1,575.00</b>
		Saumalei	20 (s)	0.04	\$7,500.00	\$300.00	\$300.00			
		Akimoa	27 (i)	0.08	\$7,500.00	\$600.00	\$600.00			
		Nanumasa	34 (s)	0.03	\$7,500.00	\$225.00	\$225.00			
		Tepule	55 (l) ?	0.01	\$7,500.00	\$75.00	\$75.00			
		Luapou	45 (e)	0.02	\$7,500.00	\$150.00	\$150.00			
66	Maiiau Ielemia	Teone	30 (f)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$300.00</b>		<b>\$300.00</b>

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS****Sept 2021 - Sept 2022**

\$7,500.00

No	Landowner	Land_Name	Reg.No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment
67	Andrew I	Toli	137 (p)	0.07	\$7,500.00	\$525.00	\$525.00	<b>\$2,700.00</b>		<b>\$2,700.00</b>
		Laugaisave	142 ( )	0.07	\$7,500.00	\$525.00	\$525.00			
		Saumalei	20 (l )	0.05	\$7,500.00	\$375.00	\$375.00			
		Matalagi	24 (ai )	0.07	\$7,500.00	\$525.00	\$525.00			
		Teone	30 (l)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tugafale	83 (u)	0.02	\$7,500.00	\$150.00	\$150.00			
		Funuafou	47 (o)	0.04	\$7,500.00	\$300.00	\$300.00			
68	Peni Teuati (Tili K)	Laumanifi	136 (v)	0.03	\$7,500.00	\$225.00	\$225.00	<b>\$2,550.00</b>		<b>\$2,550.00</b>
		Tepapa	134 (ae)	0.01	\$7,500.00	\$75.00	\$75.00			
		Laugaisave	142 (n)	0.02	\$7,500.00	\$150.00	\$150.00			
		Laugaisave	142 (p)	0.04	\$7,500.00	\$300.00	\$300.00			
		Pukeuu	17 (a )	0.04	\$7,500.00	\$300.00	\$300.00			
		Matalagi	24 (au )	0.06	\$7,500.00	\$450.00	\$450.00			
		Funafou	47 (o) ?	0.05	\$7,500.00	\$375.00	\$375.00			
		Tepule	55 ( ) ?	0.06	\$7,500.00	\$450.00	\$450.00			
		Sapalau	125( r)	0.03	\$7,500.00	\$225.00	\$225.00			
69	Toaripi L (Tapania)	Toli	137 (m)	0.06	\$7,500.00	\$450.00	\$450.00	<b>\$2,850.00</b>		<b>\$2,850.00</b>
		Folokolupe	9 (a )	0.05	\$7,500.00	\$375.00	\$375.00			
		Lofegai	22 (p )	0.04	\$7,500.00	\$300.00	\$300.00			
		Tealapae	26 (e )	0.04	\$7,500.00	\$300.00	\$300.00			
		Akimoa	27 (a )	0.06	\$7,500.00	\$450.00	\$450.00			
		Akimoa	27 (e )	0.05	\$7,500.00	\$375.00	\$375.00			
		Mulipatai	89 (i)	0.02	\$7,500.00	\$150.00	\$150.00			
		Sapalau	?	0.04	\$7,500.00	\$300.00	\$300.00			
		Tugafale	83 (o)	0.02	\$7,500.00	\$150.00	\$150.00			

## Attachment B

**FUNAFUTI ROAD PARCELS LEASE PAYMENTS****Sept 2021 - Sept 2022**

\$7,500.00

No	Landowner	Land Name	Reg No	Acreage	Rate	Rent	Distribution	Total Rent	Payee	Payment	
70	Apinelu Tili (Elisala Kae) LC#:7/2018	Laugaisave	142 (k)	0.04	\$7,500.00	\$300.00	\$300.00	<b>\$3,675.00</b>		<b>\$3,675.00</b>	
		Folokovao	6 (ae) ?	0.07	\$7,500.00	\$525.00	\$525.00				
		Tealalafaga	16 (o) ?	0.07	\$7,500.00	\$525.00	\$525.00				
		Saumalei	20 (f) ?	0.05	\$7,500.00	\$375.00	\$375.00				
		Teone	30 (i) ?	0.06	\$7,500.00	\$450.00	\$450.00				
		Fakapaseke	32 (a)	0.04	\$7,500.00	\$300.00	\$300.00				
		Luapou	45 (a)	0.03	\$7,500.00	\$225.00	\$225.00				
		Sapii	46 (l)	0.04	\$7,500.00	\$300.00	\$300.00				
		Tepule	55 (f) ?	0.04	\$7,500.00	\$300.00	\$300.00				
		Auala i Tokotu	102 (m) ?	0.05	\$7,500.00	\$375.00	\$375.00				
71	Unidentified Owners	Nauti Primary School	?	0.01	\$7,500.00	\$75.00	\$75.00	<b>\$600.00</b>		<b>\$-</b>	
		Toli	137 (a)	0.06	\$7,500.00	\$450.00	\$450.00				
		Vailele	86 (i)	0.01	\$7,500.00	\$75.00	\$75.00				
72	Toma L	Tepapa	134 ( )	0.05	\$7,500.00	\$375.00		<b>\$1,050.00</b>			
		Sumi	7 (k)	0.03	\$7,500.00	\$225.00					
		Vailele	86 (m)	0.06	\$7,500.00	\$450.00					
	Shared amongst: (Case no. 17/10)										
	Toma Liveti (Liveti)					\$350.00	Toma Liveti (Liveti)				\$350.00
	Maleko Puta (Putu)					\$350.00	Maleko Puta (Putu)				\$350.00
Luuni Salanoa (Loise)					\$350.00	Luuni Salanoa (Loise)	\$350.00				
73	Tui Peniasi	Teatuafulufulu	18 (a) ?	0.05	\$7,500.00	\$375.00	\$375.00	<b>\$825.00</b>		<b>\$825.00</b>	
		Nukuatea	25 (f)	0.06	\$7,500.00	\$450.00	\$450.00				
74	Valo I	Teavaamagoo	31 (s) ?	0.05	\$7,500.00	\$375.00	\$375.00	<b>\$375.00</b>		<b>\$-</b>	
75	Luisa Valoa Fakamua	Toli	137 (k)	0.06	\$7,500.00	\$450.00	\$450.00	<b>\$1,125.00</b>		<b>\$1,125.00</b>	
	(Valoa, Lutelu)	Tepule	55 (u) ?	0.01	\$7,500.00	\$75.00	\$75.00				
		Kulutoga	49 (i)	0.08	\$7,500.00	\$600.00	\$600.00				

## FUNAFUTI ROAD PARCELS LEASE PAYMENTS

No	Landowner	Land Name	Reg No	Acreage	\$7,500.00			Total Rent	Payee	Payment
					Rate	Rent	Distribution			
76	Vete Sakaio	Tegaoa	140 (o)	0.06	\$7,500.00	\$450.00	\$450.00	\$450.00		\$450.00
77	Naama F (Vii.M ) (LC#: 13/2013)	Folokolupe	9 (e) ?	0.03	\$7,500.00	\$225.00	\$225.00	\$6,975.00		\$6,975.00
		Tealalafaga	16 (f) ?	0.05	\$7,500.00	\$375.00	\$375.00			
		Teatuafulufulu	18 (e)	0.04	\$7,500.00	\$300.00	\$300.00			
		Saumalei	20 (i)	0.08	\$7,500.00	\$600.00	\$600.00			
		Saumalei	20 ( )	0.02	\$7,500.00	\$150.00	\$150.00			
		Lofeagai	22 (i)	0.03	\$7,500.00	\$225.00	\$225.00			
		Latalua	23 (ai)	0.06	\$7,500.00	\$450.00	\$450.00			
		Matalagi	24 (t)	0.04	\$7,500.00	\$300.00	\$300.00			
		Tealapae	26 (o)	0.08	\$7,500.00	\$600.00	\$600.00			
		Akimoa	27 (vf)	0.07	\$7,500.00	\$525.00	\$525.00			
		Salamata	79 (n)	0.09	\$7,500.00	\$675.00	\$675.00			
		Fakai i Fale	72 (i) ?	0.03	\$7,500.00	\$225.00	\$225.00			
		Sapii	46 (e) ?	0.02	\$7,500.00	\$150.00	\$150.00			
		Nauti Primary School	?	0.04	\$7,500.00	\$300.00	\$300.00			
Tegaoa	140 (i)	0.06	\$7,500.00	\$450.00	\$450.00					
Matafenua Tevakatoetoe	143 (e)	0.19	\$7,500.00	\$1,425.00	\$1,425.00					
78	Mate S. (Vine S)	Sumi	7 (o)	0.05	\$7,500.00	\$375.00	\$375.00	\$3,300.00		\$3,300.00
		Sumi	7 (v)	0.06	\$7,500.00	\$450.00	\$450.00			
		Tealapae	26 (u)	0.05	\$7,500.00	\$375.00	\$375.00			
		Tealapae	26 (k)	0.07	\$7,500.00	\$525.00	\$525.00			
		Teone	30 ( )	0.05	\$7,500.00	\$375.00	\$375.00			
		Lotomua	33 (k) ?	0.04	\$7,500.00	\$300.00	\$300.00			
		Vailiki	80 (ng) ?	0.02	\$7,500.00	\$150.00	\$150.00			
		Sapii	46 (n)	0.03	\$7,500.00	\$225.00	\$225.00			
		Toli	137 (ao)	0.07	\$7,500.00	\$525.00	\$525.00			
<b>Total</b>			<b>18.916</b>		\$7,500.00	<b>\$141,870.00</b>		<b>\$141,870.00</b>		<b>\$137,370.00</b>
						\$141,870.00	\$141,870.00			

**FUNAFUTI LAND LEASE AGREEMENT DOCUMENT FOR PROJECTED SANITATION  
INFRASTRUCTURE SERVICE AREA (NORTH LOFEAGAI) TO 2050**



**LAND LEASE AGREEMENT**

(Made under Regulation 2(1) of the Native Lands Leases Regulation)

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**Particulars of Parties**

Name of Registered Landowner .....  
("Lessor")

Represented by: .....  
(Name of Authorised Person  
and relationship to the lessor)

Address: .....

Name of Tenant ("Lessee") .....

Represented by: .....  
(Name of Authorised Person)

Address: .....

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**PREAMBLE**

The Lessor and the Lessee (hereinafter collectively referred to as "the Parties");

*Acknowledging* that this Land Lease Agreement (hereinafter referred to as the "Lease Agreement") complies with Part VI of the Native Lands Act [Cap. 46.20];

*Re-affirming that* the Parties' commit to honour the lease agreement;

*Accepting* that the Lessor shall willingly provide the land for the exclusive use of the Lessee as agreed under this lease Agreement;

*Further accepting* the Lessee shall use the land specified under this lease agreement in precautionary manner and shall honor the right of the Lessor to his land;

*Accepting* that the lease may continue beyond the term of the lease; and

*Acknowledging* that the words "Lessor" and "Lessee" shall include their successors in title.

**NOW THEREFORE** the Parties shall execute this Lease Agreement in accordance with the terms and conditions set out below.

**PART 1**

**Scope of Agreement**

1. The Lessor shall provide the demised land for the use of the Lessee, and the Lessee in return shall pay the lease rate and honor the rights of the Lessor under Part 4 of this Lease Agreement.

**PART 2**

**Particulars of Demised Land**

3. The Particulars of Demised Land are specified in Schedule 1 and Schedule 2.
4. The classification of Commercial and Non-Commercial areas is specified in Schedule 3.
5. Designated urban and rural areas is specified in Schedule 4.

**PART 3**

**Term and Lease Rates**

1. This Lease Agreement shall be effective from the \_\_\_\_\_ and end on \_\_\_\_\_.
2. The lease rate per acre per year for;
  1. \*Commercial / Urban is seven thousand and five hundred dollars (AUD\$7,500);
  2. \*Non-Commercial / Urban is six thousand dollars (AUD \$6,000);
  3. \*Commercial / Rural is five thousand dollars (AUD \$5,000);
  4. \*Non-Commercial / Rural is four thousand and five hundred dollars (AUD \$4,500).

[\*delete if not applicable]
3. The Parties shall review the lease rate every five (5) years and may take into account the following Principles;
  1. Changes in the Consumer Price Index over the review period;
  2. Lessee Capacity to Pay; and
  3. Any other principles as agreed by the Parties
4. The Lessee shall pay the lease rate in advance by the 01<sup>st</sup> September of each year.

#### **PART 4**

##### **Rights and Obligations of the Lessee**

10. The rights of the Lessee to the demised land are as follows:
  1. The exclusive use of all land, trees, plants and fixtures;
  2. The Lessee may sublet the demised land or any part thereof only for the purpose of national development with the consent of the Lessor; and
  3. To terminate the lease agreement in accordance with Part 7 of this Agreement.
11. The Lessee is obligated to:
  1. use the demised land in a preserved and cautious manner to ensure the land's original status remains when the land is returned to the Lessor;
  2. compensate the Lessor for removal of any trees or plants or soils or sands or gravel on the demised land;
  3. compensate the Lessor if the demised land is polluted or eroded or completely destroyed part or all of it by the conducts of the Lessee or an agent of the Lessee;
  4. pay all rates and taxes which may be payable in respect of the demised land;
  5. use the demised land for the purposes agreed under this agreement and not for burial or any other purpose;
  6. Not to sublet the demised land for private purposes; or
  7. Initiate the five years review of the lease rate when the review is due to commence.

#### **PART 5**

##### **Rights and Obligations of the Lessor**

12. The Lessor shall have the following rights to:
  1. claim compensation for the removal of any trees or plants, soils or sands or gravel on the demised land;
  2. claim compensation for polluting and eroding of the demised land; or
  3. terminate this agreement in accordance with Part 7 of this Agreement.
13. The Lessor is obligated:
  1. To give consent to the Lessee for the sublet of the demised land to a third party if the sublease is for the purpose of national development, which consent shall not be unreasonably withheld.
  2. Not to interfere with the exclusive use of the demised land by the Lessee.



3. To notify the lessee that the five years review of the lease rate is due for the parties to commence the review negotiation process.

## **PART 6**

### **Amendment and Renewal**

14. Amendment
  1. This Lease Agreement may be amended by mutual agreement of the Parties.
  2. The agreed amendment shall be made in writing and attached as a Schedule to this Lease Agreement.
  3. The amendment shall come into force on the date the parties signed the agreement or any other specific date agreed to by the parties.
15. Renewal
  1. If the Lessee intends to renew or extend this Lease Agreement, the Lessee must inform such intention to the Lessor in writing twelve (12) months prior to the expiry date of this Lease Agreement.
  2. The Parties shall negotiate the terms and conditions in good faith and may extend or renew the Lease Agreement on terms and conditions as mutually agreed by the Parties.
  3. The Lessor shall not withhold his or her consent to the renewal or extension of the lease agreement on the lands on which national developments are located.

## **PART 7**

### **Termination**

16. Grounds for Termination
  1. This Lease Agreement shall be terminated on the following grounds;
    - a. when the Lease Agreement period expires; or
    - b. when the Lessor fails to fulfil any of its obligation specified under Clause 13 of this Lease Agreement; or
    - c. when the Lessee fails to pay annual rent; or
    - d. when the Lessee fails to perform its obligations under Clause 11 of this Lease Agreement.
17. Procedures for Termination

1. The party that intends to terminate this Agreement must inform his intention and the grounds for termination (Notice of termination) to the other party in writing.
2. If the other party upon receipt of the termination notice objects the notice, he must notify the other party of his objection and the parties must endeavour to settle the matter amicably.
3. If the matter cannot be resolved by the Parties, either party may apply to the Magistrate Court of \_\_\_\_\_ (insert the name of the island) for settlement.
4. If the parties agreed that the Lease Agreement has been terminated, the demised land shall automatically return to the Lessor.

## **PART 8**

### **Registration**

18. This Lease Agreement shall be registered in accordance with Part VI of the Native Lands Act [Cap 46.20].
19. The Lessee shall deposit a copy of the duly signed lease agreement with the National Archive and the Magistrate Court of \_\_\_\_\_ (insert the name of the island).
20. In the event, there is discrepancy in the copies of the Lease Agreement, the copy deposited with the National Archive shall prevail.

## **PART 9**

### **Applicable Laws**

21. This Lease Agreement shall be governed by the laws of Tuvalu.

## **PART 10**

### **Settlement of Disputes**

22. When a dispute arises between the Lessor and the Lessee in connection with or arising out of the Lease Agreement, both Parties shall endeavour to do their utmost efforts to resolve the disputes peacefully and amicably.
23. If the disputes cannot be resolved within 3 months, it shall be referred to the Court for settlement.

## **PART 11**

### **Interpretation**

24. Schedule 5 provides the glossary of terms and meanings agreed to by the Parties.

**PART 12**

**Signatures of Parties**

The Parties hereby declare that their authorized signatures below confirmed their agreement to the terms and conditions set out under this Lease Agreement and carry a legal obligation to honor and implement the terms of the agreement to the best of their efforts and capacities.

Signed at ..... this the day ..... of ....., 20...

.....

**Landowner ('Lessor')**

.....

**Tenant ('Lessee')**

.....

**Witness**

.....

**Witness**

---

**APPROVAL OF THE MAGISTRATE COURT OF \_\_\_\_\_ (insert the name of the Island)**

Case no. \_\_\_\_\_ of \_\_\_\_\_ Magistrate Court investigated:

It is confirmed that -

- (a) The leased land is the correct land to be leased in accordance with the law;
- (b) The Lessor is not prohibited under the Lands Code from alienating the land for the term proposed; and
- (c) The Lessor has enough land to meet the need of landowners and family.

I hereby give my consent on day .....of ....., 20..., that I am satisfied that the agreement is in order.

.....

Magistrate



**THE MINISTER’S APPROVAL**

I am fully satisfied that:

- (a) The terms of the agreement no one will be disadvantage and n land owner will remain landless;
- (b) This agreement was done in good faith and in compliance wit provisions of section 63 of the Native Lands Act [Cap 46.20]; and
- (c) All rates indicated in the agreement have been paid in accordanc with the law. The amount paid is equivalent to \$.....

I now approve this agreement.

.....

**Minister for Lands**

Dated .....

Registered Number: ..... / 20.....

**SCHEDULE 1**  
**PARTICULARS OF DEMISED LAND**

Name of the Original Landowner and the current Landowner										
Land Name	Plot No	Laukele(Fakai/ I tua)Lasi ote Manafa				Togi ote Manafa ite Tausaga				Togi
		Non-Commercial	Eka	Commercial	Eka	Non-Commercial	Eka	Commercial	Eka	

Note: Insert “not applicable” (N/A) in the relevant box (Non-Commercial / Commercial)

\*[Delete if not applicable]

**SCHEDULE 2**  
**MAP OF DEMISED LAND**

### **SCHEDULE 3**

#### **Commercial and Non-Commercial Classification**

'Non-Commercial' covers;

1. Residential;
2. Sports;
3. Schools;
4. Public Infrastructures;
5. Kaupule;
6. Medical Clinics.

Commercial covers;

1. Hotels and Lodges;
2. Airfield and Terminal;
3. Seaports;
4. Landfill/Dumpsite;
5. Agricultural Commerce;
6. Residential Commerce;
7. State owned Enterprises;
8. Retailers and Manufacturing Processing Centers;
9. Community Fisheries Centers.
10. Motufoua Secondary School;
11. Elisefou.

**Schedule 4**  
**Designated Urban and Rural Areas**

<b>Island</b>	<b>Urban</b>	<b>Rural</b>
*Nanumea		
*Nanumaga		
*Niutao		
*Nui		
*Vaitupu		
*Nukufetau		
*Funafuti	<ul style="list-style-type: none"> <li>- Amatuku</li> <li>- Fuel Depot to Southern west part of the airfield</li> <li>- Public roads</li> <li>- Dumpsite</li> </ul>	All other islets and the rest of Fogafale
*Nukulaelae		
*Niulakita		

\*[Delete if not applicable]



**SCHEDULE 5**  
**INTERPRETATION**

***'Agent of the Lessee'*** means any person or body that is authorised by the Lessee to use the land

***'Authorized Person'*** includes a Matai, Government Official or any person(s) authorised to represent the Parties in this Agreement.

***'Capacity to pay'*** means the affordability of the Lessee to pay the rate on the basis of the proportion of the lease cost to overall Government's recurrent revenue, which shall fall within 2% and 3%.

***'Consumer Price Index'*** means measures changes in the price level of a weighted average basket of consumer goods and services purchased by households.

***'Damages'*** means damages on the lands caused by the Lessee or agent of the Lessee which can be repaired or make good.

***'Demised Land'*** means the land that is the subject of this Lease Agreement, including vaipulaka upon which the airport land lease is situated.

***'Loss'*** means the irreparable damages caused by Soil Erosion or Removal of Earth or damages to the demised land which cannot make good caused by the use of the Lessee or agent of the Lessee.

***'National developments'*** means the developments made in the interest of the nation and is beneficial to the people of Tuvalu. For purposes of this Lease Agreement, national development includes but is not limited to: airport, ports, hospitals, schools, government buildings, public roads, landfill, dumpsite, national public utilities (power station, telecom), national financial institutions, national sports facilities and national recreational parks.

***'Other Principles'*** includes any other principles for example demand of land, alteration of purpose of land use, including loss and damage. The purpose is to give an option for the parties to determine what may deem proper and relevant to their time which the parties at present may not envisage.

***'Pollution'*** means the introduction by man directly or indirectly of substances or energy into the environment which may result or likely to result in such deleterious effects or harm to living resources and eco-systems and hazards to human health including

- (a) the detriment or degradation of the environment; or
- (b) the detriment of any beneficial use, and includes pollution as prescribed by regulations.

***'Precautionary'*** means careful and cautiously use of land to prevent unnecessary damages to the land.

***'Private purpose'*** for the purpose of this Agreement means individual commercial usage for personal gain or usage by a person or occupant of the land for commercial purposes which only benefits the occupant of the sub-lease.

***'Urban'*** means designated areas of the island agreed to by the Parties in Schedule 4, which covers those areas of leased land which is used for national development purposes and is beneficial to all members of the general public.

***'Rural'*** means designated areas of the island agreed to by the Parties in Schedule 4, which covers those areas of leased land which is used for either that particular island or national development purposes, and is beneficial primarily to residents of that particular island.

## ATTACHMENT D: – SAMPLE GRM COMPLAINT FORM

<b>1. Name of Person Raising Grievance:</b> <i>(information is optional and always treated as confidential)</i>				
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female				
<b>Address or contact information for Person Raising Grievance:</b> <i>(information is optional and confidential)</i>				
E-mail: Phone: Address:				
<b>Location where grievance/problem occurred</b> (write in)				
Island:	Village:	Street:		
<b>Category of Grievance:</b>				
<input type="checkbox"/> Environmental safeguards, social issues including gender, labor, and resettlement	<input type="checkbox"/> Grievances regarding violations of policies, guidelines, and procedures	<input type="checkbox"/> Grievances regarding contract violations	<input type="checkbox"/> Grievances regarding the misuse of funds/lack of transparency, or other financial management concerns	<input type="checkbox"/> Grievances regarding abuse of power/intervention by project or government officials
<input type="checkbox"/> Grievances regarding PMU staff performance	<input type="checkbox"/> Reports of force majeure	<input type="checkbox"/> Suggestions	<input type="checkbox"/> Appreciation	
<b>Brief Description of Grievance or Inquiry:</b> <i>(provide as much detail and facts as possible)</i>				
Please include any other information that you consider relevant, other matters or facts, including supporting documents:				
Do you request that identity be kept confidential?				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>2. Previous Efforts to Resolve the Complaint</b>				

Attachment D

Have you raised your complaint with the grievance mechanism of the Funafuti Kaupule (FK)?

Yes: If YES, please provide the following:

- When: how and with whom the issues were raised.
- Please describe any response received from and/or any actions taken by the NCU level grievance mechanism. Please also explain why the response or actions taken are not satisfactory.

No: If NO, why not?

**3. Information on Authorized Representative.**  
(If Authorized Representatives are not complainants themselves, their names will be disclosed as needed, in order to ensure transparency).

Name	Positions/Organizations	Addresses	Contact numbers	E-mail addresses
<i>Gender:</i> <input type="checkbox"/> Male <input type="checkbox"/> Female				

Please provide evidence of the authority to represent the complainant which must include the complainant's signature.

Do you request that identity be kept confidential?

Yes  No

**Name of the person who completed this form:**

**Signature:**

**Date:**

**Please send the complaint to:**

By letter post:

Email: [to be advised](#)

Phone line:

**Details of Complaint(s)**

## STAKEHOLDER/COMMUNITY FEEDBACK SESSIONS – PARTICIPANTS LISTINGS<sup>24</sup>

### STAKEHOLDER FEED BACK AND CONSULTATION PARTICIPANTS – 23 SEPTEMBER 2022

No.	Name	Gender (M/F)	Organisation	Contact
1	[Redacted]	M	Fusialofa Association	[Redacted]
2	[Redacted]	F	Fusialofa Association	[Redacted]
3	[Redacted]	F	Fusialofa Association	[Redacted]
4	[Redacted]	F	Fakaifou Women	[Redacted]
5	[Redacted]	F	Fusialofa Association	[Redacted]
6	[Redacted]	F	Women	[Redacted]
7	[Redacted]	F	Youth	[Redacted]
8	[Redacted]	F	Youth	[Redacted]
9	[Redacted]	F	Women	[Redacted]
10	[Redacted]	F	Fusialofa Association	[Redacted]

### STAKEHOLDER FEED BACK AND CONSULTATION PARTICIPANTS – 26 SEPTEMBER 2022

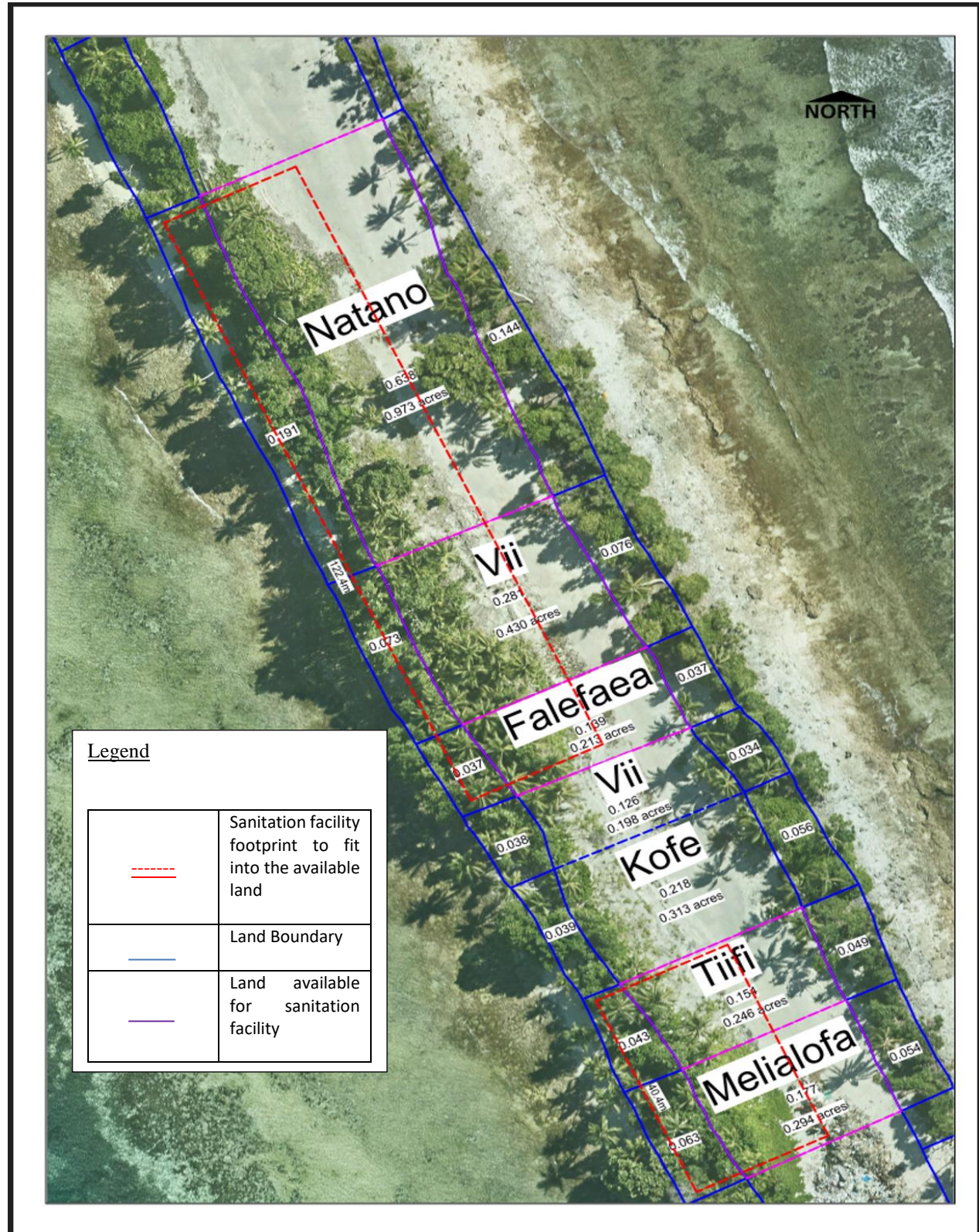
No.	Name	Gender (M/F)	Organisation	Contact
1	[Redacted]	M	Vaitupu Island	[Redacted]
2	[Redacted]	M	Falekaupule Funafuti	[Redacted]
3	[Redacted]	M	Falekaupule Funafuti	[Redacted]
4	[Redacted]	M	Falekaupule Funafuti	[Redacted]
5	[Redacted]	F	Falekaupule Funafuti	[Redacted]
6	[Redacted]	F	Falekaupule Funafuti	[Redacted]
7	[Redacted]	F	Falekaupule Funafuti	[Redacted]
8	[Redacted]	M	Assembly of God Church	[Redacted]
9	[Redacted]	M	Nui Island	[Redacted]
10	[Redacted]	M	Falekaupule Funafuti	[Redacted]
11	[Redacted]	F	Falekaupule Funafuti	[Redacted]
12	[Redacted]	M	Kaupule	[Redacted]
13	[Redacted]	M	Ekalesia Kelisiano Tuvalu (EKT) Vaiaku	[Redacted]
14	[Redacted]	M	Nukufetau Island	[Redacted]
15	[Redacted]	M	Nanumaga Island	[Redacted]
16	[Redacted]	M	Falekaupule Funafuti	[Redacted]
17	[Redacted]	M	Tuvalu Association of Non-Governmental Organizations (TANGO)	[Redacted]
18	[Redacted]	M	Tuvalu National Private Sector Organisation	[Redacted]
19	[Redacted]	F	Falekaupule Funafuti	[Redacted]
20	[Redacted]	F	Tuvalu National Council for Women	[Redacted]
21	[Redacted]	F	Falekaupule Funafuti	[Redacted]
22	[Redacted]	F	EKT Funafuti	[Redacted]
23	[Redacted]	F	Tuvalu Family Health Association (TUFHA)	[Redacted]
24	[Redacted]	F	TUFHA	[Redacted]
25	[Redacted]	F	Falekaupule Funafuti	[Redacted]
26	[Redacted]	M	Kavatoetoe	[Redacted]
27	[Redacted]	M	Falekaupule Funafuti	[Redacted]

<sup>24</sup> Information to describe events rather than include names and photos will be included as standard redaction process'.

## Attachment E

<b>No.</b>	<b>Name</b>	<b>Gender (M/F)</b>	<b>Organisation</b>	<b>Contact</b>
28	[Redacted]	M	Nanumea Island	[Redacted]
29	[Redacted]	M	Falekaupule Funafuti	[Redacted]
30	[Redacted]	M	Falekaupule Funafuti	[Redacted]
31	[Redacted]	M	Falekaupule Funafuti	[Redacted]
32	[Redacted]	M	Falekaupule Funafuti	[Redacted]
33	[Redacted]	M	Falekaupule Funafuti	[Redacted]
34	[Redacted]	M	Kaupule	[Redacted]
35	[Redacted]	F	EKT Funafuti	[Redacted]

**SANITATION FACILITY LANDOWNER APPROVAL**



## Attachment F

<b>List of Landowner at Project Site</b>									
<b>Plot No</b>	<b>Current Landowner</b>	<b>Plot No</b>	<b>Former Landowner</b>	<b>Area</b>		<b>Section Name</b>	<b>Sec.</b>	<b>Matai</b>	<b>Outcome of consultation 4 December 2023</b>
				<b>Sq-Metre</b>	<b>Acre</b>		<b>No:</b>		
110	Natano	6 (i)	Fagauta	760	0.19	Folokovao	7	Vaguna Penileta	Approved
111	Natano	6 (i)	Fagauta	570	0.14	Folokovao	7	Vaguna Penileta	Approved
112	Vii	5 (o)	Mesaako	290	0.07	Tepuka i Tegako	7	Mesaako Usufono	Approved
113	Vii	5 (o)	Mesaako	340	0.08	Tepuka i Tegako	7	Mesaako Usufono	Approved
114	Falefaea	6 (o)	Lasela	170	0.04	Folokovao	7	Folau Tapumanaia	Approved
115	Falefaea	6 (o)	Lasela	170	0.04	Folokovao	7	Folau Tapumanaia	Approved
116	Vii	6 (u)	Finiki	150	0.04	Folokovao	7	Mesaako Usufono	Declined
117	Vii	6 (u)	Finiki	160	0.04	Folokovao	7	Mesaako Usufono	Declined
118	Kofe	6 (e)	Ane	200	0.05	Folokovao	7	Siliga Kofe	Declined
119	Kofe	6 (e)	Ane	240	0.06	Folokovao	7	Siliga Kofe	Declined
120	Tiifi	6 (f)	Vaega	220	0.05	Folokovao	7	Andrew Ionatana	Approved
121	Tiifi	6 (f)	Vaega	180	0.04	Folokovao	7	Andrew Ionatana	Approved
122	Melialofa	6 (l)	Lopati	250	0.06	Folokovao	7	Diana Semi	Approved
123	Melialofa	6 (l)	Lopati	240	0.06	Folokovao	7	Diana Semi	Approved
total area foreseen for the sanitation facility				3940	0.96				
total area approved by landowners to be leased for the sanitation facility				3190	0.77				

Copies of the pre-agreement Consent signed by the Five (5) APs for the Sanitation Facility.



**CONFIRMATION OF LANDOWNERS'S APPROVAL TO LEASE THEIR LAND**

In reaching an agreement to lease private land by the government of Tuvalu for the Funafuti Water Supply & Sanitation Project funded by the Asian Development Bank (ADB). Several land lease process requirements have been met during consultation with landowners. The following outcome stated below-identified the confirmation from landowners:

- Consultation with relevant landowners has been undertaken and landowners have been provided with relevant information on the project.
- The landowners have entered the negotiation process voluntarily and have fully understood the basis of the negotiation.
- There were some landowner representatives who attended this consultation.
- The landowners or any other users/occupiers will not experience any major adverse impacts from the use of land by the Funafuti Water Supply & Sanitation Project.
- Any minor impacts that have been identified will be sufficiently addressed and documented.
- The landowner has agreed to lease their land for the Funafuti Water Supply and Sanitation Project

Consultations and negotiations with landowners should be undertaken meaningfully, freely, and in good faith, so that landowners can make informed decisions on the use of their land.

Compensation payments will be made for the lease of land and, where applicable, the removal or replacement of structures. These payments will represent fair and reasonable replacement costs based on agreed Government rates and will be determined by a surveyor from the Lands & Survey Department. The lease agreement will develop between landowners and the government of Tuvalu and should comply with the applicable laws of Tuvalu as well as the Safeguard requirements stipulated in the ADB's Safeguard Policy Statement (SPS)2009).

Final lease agreements will be discussed later with relevant stakeholders such as landowners, Funafuti Native Land Trust Board (FNLTB), and Funafuti Water Supply & Sanitation Project with governmental departments (Lands & Survey Department).

Land plot name/number: Tepuka i Tegako, plot no: 112/5(0), 113/5(0)  
 Name of Landowner: Mesako Usufono  
 Signature of Landowner:   
 Signature of FNLTB:   
 Date: 06/02/2024

**CONFIRMATION OF LANDOWNERS'S APPROVAL TO LEASE THEIR LAND**

In reaching an agreement to lease private land by the government of Tuvalu for the Funafuti Water Supply & Sanitation Project funded by the Asian Development Bank (ADB). Several land lease process requirements have been met during consultation with landowners. The following outcome stated below-identified the confirmation from landowners:

- Consultation with relevant landowners has been undertaken and landowners have been provided with relevant information on the project.
- The landowners have entered the negotiation process voluntarily and have fully understood the basis of the negotiation.
- There were some landowner representatives who attended this consultation.
- The landowners or any other users/occupiers will not experience any major adverse impacts from the use of land by the Funafuti Water Supply & Sanitation Project.
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Final lease agreements will be discussed later with relevant stakeholders such as landowners, Funafuti Native Land Trust Board (FNLTB), and Funafuti Water Supply & Sanitation Project with governmental departments (Lands & Survey Department).

Land plot name/number: Folokovao, 114/6(0), 115/6(0)  
Name of Landowner: Folau Tapumanaia  
Signature of Landowner: Folau  
Signature of FNLTB: [Signature]  
Date: 06/02/2024

**CONFIRMATION OF LANDOWNERS'S APPROVAL TO LEASE THEIR LAND**

In reaching an agreement to lease private land by the government of Tuvalu for the Funafuti Water Supply & Sanitation Project funded by the Asian Development Bank (ADB). Several land lease process requirements have been met during consultation with landowners. The following outcome stated below-identified the confirmation from landowners:

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- The landowners have entered the negotiation process voluntarily and have fully understood the basis of the negotiation.
- There were some landowner representatives who attended this consultation.
- The landowners or any other users/occupiers will not experience any major adverse impacts from the use of land by the Funafuti Water Supply & Sanitation Project.
- Any minor impacts that have been identified will be sufficiently addressed and documented.
- The landowner has agreed to lease their land for the Funafuti Water Supply and Sanitation Project

Consultations and negotiations with landowners should be undertaken meaningfully, freely, and in good faith, so that landowners can make informed decisions on the use of their land.

Compensation payments will be made for the lease of land and, where applicable, the removal or replacement of structures. These payments will represent fair and reasonable replacement costs based on agreed Government rates and will be determined by a surveyor from the Lands & Survey Department. The lease agreement will develop between landowners and the government of Tuvalu and should comply with the applicable laws of Tuvalu as well as the Safeguard requirements stipulated in the ADB's Safeguard Policy Statement (SPS)2009).

Final lease agreements will be discussed later with relevant stakeholders such as landowners, Funafuti Native Land Trust Board (FNLTB), and Funafuti Water Supply & Sanitation Project with governmental departments (Lands & Survey Department).

Land plot name/number: Folokovao, 110/6(LI), 111/6(LI)  
 Name of Landowner: VAGUNA PENILETA  
 Signature of Landowner: [Signature]  
 Signature of FNLTB: [Signature]  
 Date: 06/02/2024

**CONFIRMATION OF LANDOWNERS'S APPROVAL TO LEASE THEIR LAND**

In reaching an agreement to lease private land by the government of Tuvalu for the Funafuti Water Supply & Sanitation Project funded by the Asian Development Bank (ADB). Several land lease process requirements have been met during consultation with landowners. The following outcome stated below-identified the confirmation from landowners:

- Consultation with relevant landowners has been undertaken and landowners have been provided with relevant information on the project.
- The landowners have entered the negotiation process voluntarily and have fully understood the basis of the negotiation.
- There were some landowner representatives who attended this consultation.
- The landowners or any other users/occupiers will not experience any major adverse impacts from the use of land by the Funafuti Water Supply & Sanitation Project.
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Compensation payments will be made for the lease of land and, where applicable, the removal or replacement of structures. These payments will represent fair and reasonable replacement costs based on agreed Government rates and will be determined by a surveyor from the Lands & Survey Department. The lease agreement will develop between landowners and the government of Tuvalu and should comply with the applicable laws of Tuvalu as well as the Safeguard requirements stipulated in the ADB's Safeguard Policy Statement (SPS)2009).

Final lease agreements will be discussed later with relevant stakeholders such as landowners, Funafuti Native Land Trust Board (FNLTB), and Funafuti Water Supply & Sanitation Project with governmental departments (Lands & Survey Department).

Land plot name/number: Folokovao, 122/6(1), 123/6(1)  
Name of Landowner: Araia Sewu  
Signature of Landowner:   
Signature of FNLTB:   
Date: 06/02/2024

**CONFIRMATION OF LANDOWNERS'S APPROVAL TO LEASE THEIR LAND**



In reaching an agreement to lease private land by the government of Tuvalu for the Funafuti Water Supply & Sanitation Project funded by the Asian Development Bank (ADB). Several land lease process requirements have been met during consultation with landowners. The following outcome stated below-identified the confirmation from landowners:

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- There were some landowner representatives who attended this consultation.
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- Any minor impacts that have been identified will be sufficiently addressed and documented.
- The landowner has agreed to lease their land for the Funafuti Water Supply and Sanitation Project

Consultations and negotiations with landowners should be undertaken meaningfully, freely, and in good faith, so that landowners can make informed decisions on the use of their land.

Compensation payments will be made for the lease of land and, where applicable, the removal or replacement of structures. These payments will represent fair and reasonable replacement costs based on agreed Government rates and will be determined by a surveyor from the Lands & Survey Department. The lease agreement will develop between landowners and the government of Tuvalu and should comply with the applicable laws of Tuvalu as well as the Safeguard requirements stipulated in the ADB's Safeguard Policy Statement (SPS)2009).

Final lease agreements will be discussed later with relevant stakeholders such as landowners, Funafuti Native Land Trust Board (FNLTB), and Funafuti Water Supply & Sanitation Project with governmental departments (Lands & Survey Department).

Land plot name/number: Fotokovao, 120/6(f), 121/6(f)  
 Name of Landowner: Andrew Tonatara  
 Signature of Landowner:   
 Signature of FNLTB:   
 Date: 06/02/2024