



## ABBREVIATED RESETTLEMENT ACTION PLAN FOR: FUNAFUTI AIRPORT AND ROAD. TUVALU AVIATION INVESTMENT PROJECT (TvAIP)

*Key words: Social Impacts, Involuntary resettlement, Aviation, Roads, Social safeguards*

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## ACRONYMS & TERMS

$\bar{X}$	Average or mean
ACN	Aircraft classification number
AG	Attorney General
AP	Affected person
APL	Adaptable Program Loan
ARAP	Abbreviated Resettlement Action Plan
Falekaupule	Traditional chiefly system
GoT	Government of Tuvalu
GRM	Grievance Redress mechanism
ICAO	International Civil Aviation Organisation
Kaitasi	Landowner groups
Kaupule	Island Council (MHARD)
Matai	Chiefs, leaders of landowner groups
MCT	Ministry of Communications & Transport
MHARD	Ministry of Home Affairs & Rural Development
MOA	Memorandum of Agreement
OLS	Obstacle Limitation Surface
OP	Operational policy
OPM	Office of the Prime Minister
PAIP (PIAIP)	Pacific (Islands) Aviation Investment Program
PCN	Pavement classification number
PEAR	Preliminary environmental assessment report
RFP	Resettlement Policy Framework
SARP	Standards and Recommended Practices
SD	Standard deviation
TvAIP	Tuvalu Aviation Investment Project
Ulufenua	Paramount chief of the island
WB	World Bank

## SUMMARY

The Government of Tuvalu (GoT) approached the World Bank in 2011 for support in improving the efficiency and safety of the aviation sector. This resulted in the formulation and commencement of the Tuvalu Aviation Investment Project (TvAIP), which is now underway in Funafuti. The project was designed to (i) provide safe, secure and reliable infrastructure for Tuvalu's airports and airstrips to meet International Civil Aviation Organisation (ICAO) standards; (ii) improve the regulatory environment; and (iii) provide sustainable management and operation of the international airport.

The original TvAIP financing was US\$ 11.85 million, approved December 13, 2011. In 2013 US\$ 6.06 million of additional finance was proposed to allow for the paving of the Fongafale road network, and other small investments. With this additional finance the project development objective was changed to: "to improve the safety and security of air transport and associated infrastructure".

In 2013 GoT prepared a Resettlement Policy Framework (RPF) for the project which was based on the World Bank Operational Policy (OP) 4.12 on Involuntary Resettlement. The RPF identified the TvAIP as a Category B project for purposes of World Bank environmental and social impact classification. Its negative social impacts are expected to be few in number, site-specific, mainly temporary, relatively minor in nature, and readily addressed through avoidance, mitigation and resettlement measures. Resettlement planning was seen as a requirement for two aspects of the project: (i) Improvements to Funafuti International Airport; and (ii) Improvements to the roads linking the airport.

The principles in OP 4.12 require early identification of stakeholders, and in particular of affected persons (APs); frank and effective public disclosure of any known impacts; consultation and participation with all sectors of the community to avoid or mitigate negative impacts identified, and to ensure that no person or impact is overlooked. The process must be fair, transparent and timely, improve on current conditions where possible and particularly address the needs of vulnerable groups.

In 2013 the RFP found that the airport and road lands are already leased by GoT from private land owners without dispute on the arrangement, and since the project is carrying out improvements within current boundaries, there is not expected to be any land acquisition or displacement. This Abbreviated Resettlement Action Plan (ARAP) follows on from the RFP and was triggered after the Contractor had started work and it was found that there was no formal leasing and compensation arrangement between the Government of Tuvalu and airport landowners. The lack of an arrangement led to a stop work order being issued to the Contractor which has been running for about 3 weeks. On 7<sup>th</sup> April that order would lead to penalty payments being paid by GoT to the Contractor. This ARAP was therefore commissioned to (i) document the history of the land ownership and leasing arrangement associated with Funafuti airport; and (ii) detail the means by which compliance with the World Bank's Involuntary Resettlement Policy (OP 4.12) will be achieved.

This ARAP is based on consultations with Government of Tuvalu stakeholders, the Kaupule (Island Council), Falekaupule (Traditional leaders) and Matai (chiefs of landowner groups called kaitasi). The GoT stakeholders included the Ministry of Communications & Transport (MCT), the implementing agency, Ministry of Home Affairs, the Attorney general's Office and the Lands Department. Information gained at these meetings was expanded using a questionnaire survey of Matai to identify issues relating to resettlement for the project.

The meeting with GoT stakeholders resulted in the clarification that since the RFP was written in 2013, two events occurred affecting the TvAIP: (i) A court case in 2014 found that land leases made for 25 years in 1984 for the airport expired in 2009 and were not renewed. This was an oversight, evidenced by the fact that the GoT has continued to pay the rents since that time without a formal

arrangement; and (ii) Once this came to light, the GoT moved to secure access to the airport land through a Notice for the Compulsory Crown Acquisition of the Airport Land issued on 19<sup>th</sup> December 2014. The Notice for the Compulsory Crown Acquisition was not served to landowners and became void meaning that the GoT had no legal agreement with airport landowners and was not in a position to make lease payments due on 1<sup>st</sup> April. In the process of carrying out the consultations needed for this ARAP, the situation was identified and the Attorney General's Office moved quickly to develop a Memorandum of Agreement (MOA) between GoT and landowners. The MOA was signed on 2<sup>nd</sup> April 2015 and now provides an interim leasing arrangement until the new Government can carry out due process to formalise all of the Government leases due to expire in 2017.

The meeting with landowners, traditional leaders and the Island Council revealed that there was little concern with the project, World bank policy or resettlement issues. Landowners were most concerned about the Crown Land Acquisition Notice, leasing arrangements and no lease payment which was due on that day, most of which were directed at the AG's Office and Lands representatives.

The survey questionnaire deployed to Matai reached around 1,592 people (53% male, 47% female) in 21 Kaitasi (landowner groups) through their Matai (Chiefs). The main findings were:

- There is a lot of confusion around leasing arrangements, particularly for the airport, though there are also issues with the roads. Many were not sure what arrangements were in place, suggesting that even for road (where an arrangement exists) they do not have a leasing document in hand. The Matai position is one of caretaker of the lands and most of the arrangements that were made in the past were made by their elders.
- Significant issues were raised by the Matai in loss of trust of the Government regarding land issues. People felt that Government was violating their rights to the land, that they were not properly informed, and in some cases that they had lost confidence in the process and did not feel safe. In one case, a landowner said that the bulk payments made by Government to the Kaupule for distribution to them was not being paid in the right amount.
- The Matai repeatedly called for information and clear consultations with Government on (any) land issues and asserted their rights as landowners. They requested the government develop and follow due process and not change or go back on agreements.
- Some of the Matai said that the current rental payments are too low and represent reduced benefits compared with having access to their land to grow food or to develop themselves (housing, rents etc). Calls for a review of rates were made in several parts of the survey.
- Proper survey and mapping of boundaries and identification of owners is needed for the airport and road leased lands. There were issues raised on the loss of land names (used to identify owners), questions of ownership, exact location of boundaries and issues of "missing" land and sizes of plots.
- Landowners raised only a few issues that pertain directly to the TvAIP. This included questions on environmental impacts and concern that sand and gravel not be removed from their land.
- There is a lot of good will toward the use of the land for the project, with Matai articulating their understanding that the land is needed for the good of the country and public in general.

The MOA means that there is now a formal arrangement in place and the TvAIP can assume that the airport lands are secured for the project to proceed and that no land acquisition will be required for the project. The project investments are planned within the current airport boundaries and will not require the removal of any additional assets. Loss of trees and other assets was previously settled with the landowners in a one-off payment at the time of the original land acquisition (1983).

All lands acquired for government purposes in Funafuti are now under leasing arrangements that pay a yearly rental at the rate of \$3,000/acre/year. The existing arrangements (including the new MOA) will be used by the GoT to compensate landowners for continued use of their land for the life of the

project and during operations. The GoT also has a compensation rate for trees and other assets which it uses for compensation on a one-off basis for projects. This schedule (including any updates) will be used to compensate landowners in cases where stockpiling or drainage easements are required for the road. The evaluation must be done by the Department of Lands on an as-needed basis. All compensation will occur using well established arrangements through the Kaupule and Falekaupule and will not be modified by the TvAIP. In early 2016 the GoT will, using a consultative process, review and renew all government leased lands, including the airport lands.

A Communications and Complaints Mechanism will be established by MCT for the purposes of: (a) Public disclosure of the project including (i) Informing the public of planned disruptions and safety information and (ii) Adapting to changes in the project; and (b) Receiving and addressing grievances. The mechanism will include use of media to inform the public, creation of a complaints and incidents form, placement of a complaints box at TvAIP Office and nomination of traditional leaders, a woman (National Women's Council) and a youth representative (National Youth Officer) to receive complaints from the public and landowners. A designated Safeguards Officer at MCT will be appointed to receive and act on any complaints received until they are fully resolved. A timeline for complaints resolution will need to be case-specific but should not be more than 10 days for most cases. The media used and complaints/incidents forms will be lodged as part of monthly project monitoring.

## 1 INTRODUCTION

The Government of Tuvalu (GoT) approached the World Bank in 2011 for support in improving the efficiency and safety of the aviation sector. This resulted in the formulation and commencement of the Tuvalu Aviation Investment Project (TvAIP), which is now underway in Funafuti. The project was designed to (i) provide safe, secure and reliable infrastructure for Tuvalu's airports and airstrips to meet International Civil Aviation Organisation (ICAO) standards; (ii) improve the regulatory environment; and (iii) provide sustainable management and operation of the international airport.

The TvAIP is part of the World Bank's Pacific (Islands) Aviation Investment Program<sup>1</sup> (PAIP) Regional Adaptable Program Loan (APL) which aims to help make air travel to and from the Pacific Islands safer and more efficient, increase flight access and improve travel conditions. These investments are in turn expected to promote tourism and trade, as well as access to jobs, markets and services overseas. It will boost regional integration through shared technology, systems and an effective air transport network.

The original TvAIP financing was US\$ 11.85 million, approved December 13, 2011. In 2013 US\$ 6.06 million of additional finance was proposed to allow for the paving of the Fongafale road network, and other small investments. With this additional finance the project development objective was changed to: "to improve the safety and security of air transport and associated infrastructure".

The approximately 15 km road network in Fongafale was paved in 2001 and is reaching the end of its service life. The GoT requested that the repair and resurfacing of the roads be done at the same time as the proposed runway resurfacing. The same technology would be used, and having a single contractor procured to repair both the roads and runway at the same time will offer significant economies of scale.

In 2013 GoT prepared a Resettlement Policy Framework (RPF) for the project, considering it the appropriate resettlement instrument on the basis that the precise location and nature of the areas affected by the project had not been determined (GOT, 2013b). That document identified the TvAIP as a Category B project for purposes of World Bank environmental and social impact classification. Its negative social impacts are expected to be few in number, site-specific, mainly temporary, relatively minor in nature, and readily addressed through avoidance, mitigation and resettlement measures. Resettlement planning was seen as a requirement for two aspects of the project: (i) Improvements to Funafuti International Airport; and (ii) Improvements to the roads linking the airport.

### 1.1 PROJECT DESCRIPTION

#### Airport Development

To meet ICAO standards, Funafuti International Airport resurfacing and upgrading of the runway, taxiway and apron for a projected life of 20 years before any further resurfacing or major maintenance work is required (GOT, 2013b). This includes, if possible, a minimum Pavement Classification Number<sup>2</sup> (PCN) of 18 to allow for emergency flights. Specific navigational aids and other safety and security facilities will also be needed to meet ICAO requirements. The existing terminal will be improved to ensure safe and efficient movement of passengers, baggage, and freight. The upgraded terminal will also provide environmentally sustainable alternatives for running the airport facilities, such as rainwater harvesting, power generation from renewable energy sources, and use of energy efficient equipment and lighting to reduce energy consumption and carbon emissions, striving

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<sup>1</sup> <http://www.worldbank.org/en/results/2011/12/13/pacific-islands-aviation-investment-program>

<sup>2</sup> Standard used in combination with the aircraft classification number (ACN) to indicate the strength of a runway, taxiway or airport apron (or ramp). This helps to ensure that the airport is not subjected to excessive wear and tear, thus prolonging its life.

for reduced of greenhouse gas emissions and carbon neutral operations. The project will ensure that improvements are compliant with ICAO Standards and Recommended Practices (SARP) in view of carrying out an airport certification program. An Obstacle Limitation Surface (OLS) Assessment is required to ensure that all obstacles on the runway will be removed. The project is expected to affect previously acquired lands and not require any new resettlement (GOT, 2013b).

Figure 1: Funafuti Airport with the existing 80m runway strip and transitional OLS protection limit for structures of 4m shown as blue line (from: (GOT, 2013b)). Some of the road network is also visible in this map.



### Road Development

There are approximately 15.5 km of roads on Funafuti that are coronous-based and surfaced with bitumen. These previously gravel and reef sand roads were surfaced with bitumen in 2001. The surfacing bitumen is heavily oxidised and requires rejuvenation and/or resurfacing. The roads cover a land area of around 80,000 m<sup>2</sup>, including intersections and turning areas, an area about twice the size of the airport pavement. The road project will resurface these with a coating of bitumen, improve drainage, repair speed humps, and install other road safety improvements. As for the airport, no new resettlement is expected as the lands were acquired during earlier development.

## 1.2 LEGAL, POLICY AND REGULATORY FRAMEWORKS

### World Bank's Involuntary Resettlement Policy (OP 4.12)

The World Bank's Operational Policy (OP) 4.12 on Involuntary Resettlement (WB, 2013) requires projects meet social safeguard criteria in the planning, delivery, use and impacts of the project. The guiding principles are that involuntary resettlement should be:

- Avoided if at all possible; or
- Where resettlement can't be avoided, sufficient investment resources to enable persons displaced to share in project benefits; or
- Displaced persons should be assisted in their efforts to improve their livelihoods and standards of living.

Further, resettlement includes case in which affected persons (APs) experience:

- Relocation & loss of shelter; and/or
- There is loss of assets or access to assets; and/or
- There is loss of income or livelihoods.

These applies for any (i) projects funded by the WB; and/or (ii) resettlement is necessary for the project to achieve its objectives; or (iii) resettlement or losses occur at the same time as the project. All persons affected by the project are to be consulted throughout the project, have the opportunity to participate in planning, and to share in project benefits. The project should also contribute to sustainable development.

These principles require early identification of stakeholders, and in particular of APs; frank and effective public disclosure of any known impacts; consultation and participation with all sectors of the community to avoid or mitigate negative impacts identified, and to ensure that no person or impact is overlooked. The process must be fair, transparent and timely so that it supports APs during implementation, resettlement and restoration of livelihoods. There is a commitment where possible to improve upon current conditions, particularly for those who may be vulnerable by reason of poverty, ethnicity, gender, age, disability, or social status.

In the TvAIP the policy objective to avoid resettlement is not possible. APs already have access to their assets affected (land, the ability to grow food and derive rents) by past land acquisition. Minimising further effects of this project is the central objective of this ARAP. The measures described in this ARAP will inform the planning and implementation of the works.

The consultation process with APs was designed to reveal foreseeable impacts and propose mitigation options and resettlement planning to contribute to aspirations for sustainable restoration or improvement of livelihoods.

According to the Policy, if there is loss of land, and land-based assets, the aim is to replace like for like, and if this is not possible, to compensate for lost land, assets and income, and meet the costs of relocation and restoration of livelihoods. Restoration includes not only physical assets, but also social and cultural assets. If there is a risk of disruption of these values, which are often disproportionately encountered by women and other vulnerable groups, the APs will contribute to selection of mitigation and resettlement options to ensure policy objectives are met.

## **Tuvalu's Policies & Laws Applicable to Land and Involuntary Resettlement**

### *Environmental and social assessment requirements in Tuvalu*

The Tuvalu Environmental Protection Act 2008 and EIA Regulations 2014 (GOT, 2008b; GOT, 2014) require a preliminary environmental assessment report (PEAR) which includes social impacts in accordance with Regulation 8 (which describes the contents of an assessment) for all developments that require environmental impact assessment under those regulations. The Minister then considers each PEAR, along with recommendations on the report prepared by the Department of Environment (DoE) on whether the project may need a full assessment. Further, all proposals to undertake development activities (except for exempt activities, not relevant to this case) must, prior to the commencement of the activity: (i) Notify the DoE of the proposed activity; and (ii) Apply for development consent under these regulations (see Annex 10.5, on page 105 for completed but not yet submitted consent form). All notifications and applications must be in prescribed form and be accompanied by a fee of \$500. The PEAR requires descriptions of the development proposal, areas to be affected, justification for the development, and assessment of impacts and mitigation measures.

### *Other relevant legislation, policies and plans in Tuvalu*

Additional environment, land and social sector-related legislation, plans and policies in Tuvalu with relevance to this project include:

- Falekaupule Act 2008: makes provision for the establishment of Falekaupule and Kaupule, composition, meetings, by-laws, financial provisions and audit (GOT, 2008c);

- Foreshore and Land Reclamation Act 2008: declaratory of the ownership of the foreshore and regulating certain reclamation projects (GOT, 2008d);
- Funafuti Strategic Plan 2011-2015: sets out the framework from which the Kaupule will organize work in identified priority areas (GOT, 2011a);
- Crown Acquisition of Land Act: regulates acquisition of land by the crown for public purposes (GOT, 2008a);
- Native Lands Act 2008 – Titles, Lands Court, Leases, Survey, Penalties (GOT, 2008e);
- Lands Code 2008: Code of laws governing native land rights (GOT, 2008f);
- Waste Operations & Services Act 2009: define the roles and responsibilities for waste management in Tuvalu, and makes provision for the collection and disposal of solid wastes and other wastes related operations and services in designated areas of Tuvalu (GOT, 2009);
- Te Kakeega II National Strategy for Sustainable Development (NSSD) 2005-2015: Government national development policy including Millennium Development Goals (MDGs) and raising standard of living (GOT, 2005);
- Te Kaniva Tuvalu Climate Change Policy: strategic polices for responding to climate change impacts and related disaster risks over the next 15 years (GOT, 2012);
- Tuvalu National Gender Policy 2014-2019: provides the guiding framework to operationalize government commitments to gender equality and women’s empowerment in Tuvalu. The Gender Affairs Department, Office of the Prime Minister is the central government body responsible for promoting and incorporating gender equality as a fundamental development theme and for supporting and monitoring implementation of this policy across all government agencies (GOT, 2013a);
- Tuvalu National Youth Policy 2012-2016: is the national Government’s mechanism to guide national youth development over the medium term. The Ministry of Education, Youth and Sports is responsible for the coordination of policy implementation (GOT, 2011b);
- Tuvalu National Strategic Action Plan for Climate Change and Disaster Risk Management (NSAP) 2012–2016: build a safe, secure and resilient Tuvalu;
- Tuvalu’s National Adaptation Programme of Action (NAPA) 2010: priority activities to address urgent and immediate needs of adaptation to address adverse effects of climate change (GOT, 2010); and
- About 12 international agreements, treaties and conventions providing a greater context for these instruments.

### **1.3 OBJECTIVES OF THIS ARAP**

In the RFP it was found that: “The Funafuti airport land is leased from private owners and there has not been any dispute or anticipated dispute on this arrangement. Improvements are planned within the current airport boundaries. Clarification of the term and conditions of leases, and the ownership, management and eventual disposal of any investments or improvements on the land is not expected to result in any land acquisition or displacement” (GOT, 2013b).

Since that time, two events have shifted the landscape of the RFP:

- A court case in 2014 found that land leases made for 25 years in 1984 for the airport expired in 2009 and were not renewed. This was an oversight, evidenced by the fact that the GoT has continued to pay the rents since that time without a formal arrangement.
- Once this came to light, the GoT moved to secure access to the airport land through a Notice for the Compulsory Crown Acquisition of the Airport Land issued on 19<sup>th</sup> December 2014 (see Annex 11.7).

This Abbreviated Resettlement Action Plan (ARAP) follows on from the RFP and was triggered after the Contractor had started work and it was found that there was no formal leasing and compensation arrangement between the Government of Tuvalu and airport landowners. The lack of an arrangement

led to a stop work order being issued to the Contractor which has been running for about 3 weeks. On 7<sup>th</sup> April that order would lead to penalty payments being paid by GoT to the Contractor. This ARAP was therefore commissioned to (i) document the history of the land ownership and leasing arrangement associated with Funafuti airport; and (ii) detail the means by which compliance with the World Bank's Involuntary Resettlement Policy (OP 4.12) (WB, 2013) will be achieved including payment of compensation.

The ARAP is the appropriate instrument for addressing the issues arising with leasing arrangements with landowners because impacts are considered minor. The policy states that impacts are considered minor if: (i) fewer than 200 people are affected; or (ii) if those affected are not to be physically displaced, and less than 10 percent of an affected person's productive assets are lost. The conditions for use of an ARAP in this case are satisfied by the second criterion.

## 2 CONSULTATIONS

### 2.1 INITIAL MEETING WITH GOVERNMENT STAKEHOLDERS

Venue: TvAIP Office, Funafuti | 30<sup>th</sup> March 2015 | Time: 9am | Chairperson: Mr Taukave Poolo (Secretary for Ministry of Communication and Transport)

An initial meeting with Government stakeholders was held to clarify the history of land acquisition and identify issues likely to arise in relation to resettlement.

#### Lessons learned and conclusions

- The Contractor for the project has been stopped 3 weeks now and will bill the government for penalties from 7<sup>th</sup> April 2015 unless issues relating to involuntary resettlement are resolved.
- The Notice for the Compulsory Crown Acquisition of the Airport Land issued by the Minister of Natural Resources on 19<sup>th</sup> December 2014 is probably void because it was not actually served to the landowners. The Act requires: "Every notice under sections 5 and 6 shall either be served personally on the persons to be served or left at their last usual place of abode or business..." (GOT, 2008a)
- The Notice was also issued at a time when Christmas celebrations would make it difficult for Landowners to respond, giving them only one month to do so, despite the Crown Acquisition Act requiring 6 months, "unless the land in the opinion of the Minister is urgently required for the public purpose". Landowners were aware of the Notice, triggering anger.
- The Director of Lands reported that the GoT did compensate landowners along the road network for all the trees that need to clear from road side. Compensation for trees and other assets related to the airport was made during the original acquisition.
- The Secretary MCT said that the GoT knew that there is no current legal arrangement concerning the airport land and that is why no lease payments can be made. Lease payments are due on 1<sup>st</sup> April but cannot be paid without a formal agreement. It was resolved that the Attorney General's Office would prepare a Memorandum of Agreement (MOA) that would unlock the lease payments. The MOA would be an interim arrangement for 2 years giving the new Government (Elections on 31<sup>st</sup> March 2015) time to negotiate new leases along with other GoT leases which expire in 2017.
- A meeting with landowners for the airport and roads was set for Wednesday 1<sup>st</sup> April, to be accompanied by a survey questionnaire to gather their views. The draft MOA would be given to Landowners at the meeting for their consideration.
- It was also agreed that a suggestion box be installed at the TvAIP office for the public to comment on the project.

- The Government representatives agreed to attend as resource persons, with the proviso that it was made clear that this was a TvAIP meeting and that any discussion on leasing arrangements are made separately.

### Tasks assigned

**Attorney General's (AG's) Office:** To work on a Memorandum of Understanding (MOU) between GoT and Airport Landowners; Investigate the validity of the Notice for the Compulsory Crown Acquisition of Land (19/12/14); Liaise with landowners' lawyer; Supply copy of letter written by landowners and addressed to GoT regarding Crown Acquisition 19/12/14) to TvAIP for ARAP; Attend Wednesday's Landowner Meeting.

**Department of Lands & Survey:** To send electronic copy of road landowners to TvAIP; Supply information needed for ARAP on request from the consultant; Attend Wednesday's Landowner Meeting.

**TvAIP / consultant:** Prepare minutes of this meeting; Contact Kaupule, Falekaupule to arrange meeting with landowners; Obtain copy of landowners' response to Notice for the Compulsory Crown Acquisition of Land (19/12/14) as part of ARAP process from AG's Office; Prepare agenda for Landowner Meeting; Prepare survey questionnaire to gather landowners' views; Organise a venue and morning tea for Landowners' Meeting; Provide projector and screen equipment; Determine WB acceptable time period for any interim MOU arrangements; Facilitate landowner meeting; Develop grievance mechanism and prepare ARAP in consultation with government stakeholders.

## 2.2 MEETING WITH LANDOWNERS (MATAI OF AFFECTED KAITASI)

Venue: Tausoa Lima Falekaupule, Funafuti | 1<sup>st</sup> April 2015 | Time: 2pm

The purpose of the meeting was to explain to Landowners the WB's policy on involuntary resettlement, what triggers the policy and the stop work order that would come into effect on 7<sup>th</sup> April. The meeting would ask landowners for their views on use and arrangements around the airport and road lands to be impacted by the TvAIP, particularly on resettlement and the preparation of the ARAP.

### Lessons learned and conclusions

- There was little comment made on the project, WB policy or resettlement issues. Landowners were most concerned about the Crown Land Acquisition Notice, leasing arrangements and no lease payment which was due on that day, most of which were directed at the AG's Office and Lands representatives.
- The main questions from landowners included: (i) request for reasons for delay in lease payments; (ii) whether the airport land would be taken (absolutely) from landowners; (iii) status of the Notice for the Compulsory Crown Acquisition of the Airport Land.
- The Director of Lands and the Crown Counsel clarified some of the history of the leasing arrangements as follows: In 1983 a 20 year old Acquisition expired and a renewal for 99 years was made. In 1984 Cabinet reduced the leases to 25 years just for the airfield land. In December 1990 all "involuntary and voluntary" leased lands changed to 25 year leases. On September 1st 1992 the Government and landowners signed a Memorandum which expires in 2017, but that did not cover the airfield. In a court case for the airfield last year, it was found that the government lease of the airport land actually expired in 2009, which is what triggered the Government to issue the Notice for the Compulsory Crown Acquisition of the Airport Land.
- The proper process for service the Notice for the Compulsory Crown Acquisition of the Airport Land was not followed, voiding it.

- Landowners requested a formal letter to assure them that the Notice for the Compulsory Crown Acquisition of the Airport Land of 19<sup>th</sup> December 2014 is not valid. The AG’s Office agreed to supply such a letter.
- The Director of Lands also explained that no final agreement between landowners and the Government in the lease of the airfield land can be made without an agreement to survey the lands and properly document the boundaries. The MOA is a legal measure to cover the period up to 2017 when all Government leases expire.
- Some landowners wished to “remind the government not to repeat this kind of matter as it really affected them (landowners) and it is a criminal act...” Land is precious and we do understand how important the airfield is to the country, we just need a little time to discuss and go through the MOA.
- One landowner asked what is the purpose of the MOA if the Notice for the Compulsory Crown Acquisition of the Airport Land is void, and the lease at the airfield will expire in 2017? The Director of Lands responded that the MOA concerns mainly some lands that were “involuntary” and not included in the 1984 agreement. Another was not happy with the statement that “once the landowners sign then the payment will be in the process” as they [landowners] have the right to sign or not sign / have the money or don’t want the money”.
- Landowners requested that they have another meeting the next day to discuss the MOA before signing it.
- Issues raised in regard to the TvAIP included: (i) a concern that if soil and sand are needed for the project they should come from other richer countries and not from digging other lands like the Americans did [referring to borrow pits]; (ii) other issues would be best recorded in the questionnaires.

### 3 SURVEY AND ASSET INVENTORY

A written survey in Tuvaluan and English was deployed to all present at the Landowner Meeting on 1<sup>st</sup> April 2015. The survey questionnaire shown in Annexe 11.4 was developed specifically to identify issues related to resettlement in the TvAIP including all lands involved in the airport and roads to be developed. The survey was deployed through the Kaupule (Island Council) and Falekaupule (traditional chiefly system) on the island, using well-established government and traditional mechanisms for reaching APs.

The survey was used as a mechanism to allow individual Matai (Chiefs of landowner groups) to respond on behalf of their Kaitasi on the issues that affect them. The survey was undertaken to broaden the lessons learned from the consultations undertaken during the Landowner Meeting. The survey was designed to identify the affected persons, identify issues and provide a basis for resettlement planning for the project in the sections of this ARAP that follow.

#### 3.1 METHODS

The survey forms were collected from the landowners on 2<sup>nd</sup> April and the data entered into an Access database for data storage and analysis. Data were summarised using either frequencies of responses, or in some cases of numerical data, as means and standard deviations. Text responses, collected for 7 questions were ‘spanned’ into common concepts so that frequency of shared ideas could be evaluated. Some examples of text responses are included as quotations in the results below where they illustrate the main points made by respondents. The final comments / suggestions question was reproduced in its entirety with only light editing for spelling.

#### 3.2 RESULTS

A total of 21 surveys was returned of about 38 that were deployed at the Landowner Meeting. The responses received covered a total of 1,592 people, 53% male and 47% female (Table 1). If there are

about 38 Kaitasi affected by the TvAIP, the total number of APs for the project could amount to 2,880, with 55% responding to this survey.

The average size of a Kaitasi was around 106 people, but the variance in size of the landowner groups was large. The standard deviation (SD) was  $\pm 150$  people with individual Kaitasi ranging from between 3 and 230 members.

In total 100% of the respondents said that they owned Airport land, and 95% also owned land within the road network. Ninety percent of the Kaitasi owned other land in addition to the airport and roadways (Table 2).

**Table 1: Basic statistics on numbers of people in Kaitasi covered by the survey**

$\bar{X}$ = average; SD=Standard deviation; N=sample size; Min=Minimum; Max=Maximum

Q4	Total	$\bar{X}$	SD	N	Min	Max
Males	838	56	77	15	0	205
Females	754	50	75	15	1	230
<b>Total</b>	<b>1,592</b>	<b>106</b>	<b>150</b>	<b>15</b>	<b>3</b>	<b>435</b>
Vulnerable	227	14	50	16	0	200

**Table 2: Land ownership by respondents in relation to the project**

Land	Yes	%Y	No	%N
Airport	20	100	0	0
Roads	19	95	1	5
Other	18	90	2	10

### Airport Land

Not all landowners were in agreement on whether there was an active lease arrangement for their airport land. The majority, 76% said that there was no current agreement in place, while 14% thought that there is an active lease (Table 3). With 10% of the Matai responding that they did not know whether there was an agreement or not, and the fact that the government leases for the airport and certain other lands are normally arranged in bulk (to cover all landowners for a certain purpose), it is clear that there is significant confusion. This was supported by the discussion at the Landowner Meeting.

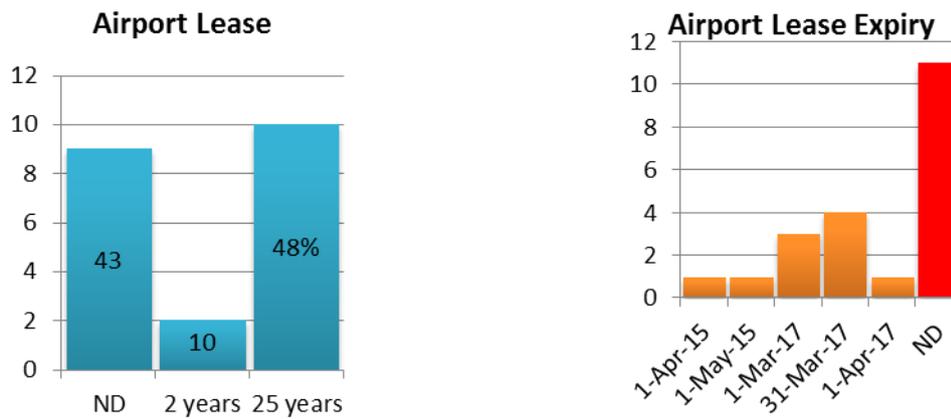
Overall, 48% of Matai thought that their Airport leased lands are covered by a 25 years lease, with 10% reporting that they were covered by a 2 year lease. A large percentage of the Matai did not answer this question (Figure 2). Over half of the Matai responding to this survey said they were unsure of the lease expiry date. A total of 38% of the responders said that the expiry date of their lease was in March or April 2017.

**Table 3: Q8 Is there an active lease agreement for your airport land?**

For this and all following tables ND=No data

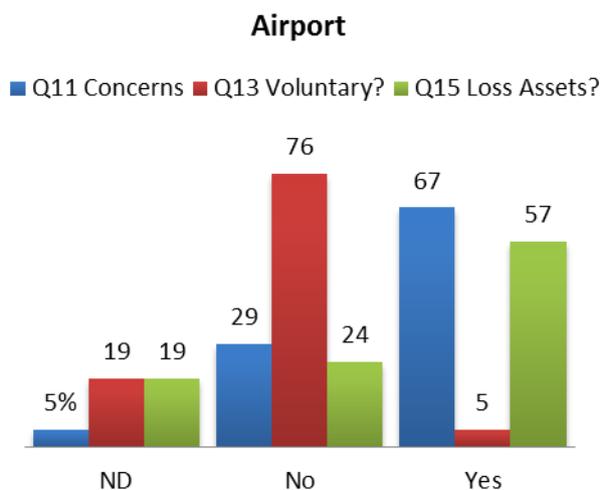
Q8 Airport Lease?	Number	%
No	16	76
Yes	3	14
Don't know/ND	2	10
<b>Total</b>	<b>21</b>	<b>100</b>

Figure 2: Q9 How long is the airport lease? And Q10 Expiry date of the current lease



The majority of landowners (67%) had concerns about the arrangements for use of their airport land, with just 29% indicating that they were not concerned (Figure 3). Most of the Matai indicated that their airport land had been acquired involuntarily (76%) and 57% said that this had resulted in lost assets in some form.

Figure 3: Frequency scores (as % of responses) for whether landowners had concerns about their airport land, whether the land had been obtained voluntarily and whether they had lost assets in connection with the acquisition (Q11, 13, 15).



### Airport Concerns (Q11,12)

The most common concerns raised focused on loss of the traditional way of naming the land, which appears to have cut some of the link with the owners resulting in “missing” land and cases in which Matai felt that some of the payments were being made to the wrong groups. These kinds of issues were raised in 33% of the responses received for Q12 (Table 4).

- “Each plot of land has specific names. The concern is that the government already remove the names.”
- “Name of lands in the airstrip is unknown; Lands in the Airstrip not in land list (missing lands); sizes not acceptable”.

Around 21% of responses centred on concerns about proper documentation of the airport land and delineation of boundaries, including in one case: “Some lands have been downsized by Lands & Survey”.

Overall 30% of responses received for Q12 were concerned with the need for agreement, formal arrangements for the use of the airport land, and the payment of leases. This includes proper identification of the land and documentation (surveys and lease agreements). For example:

- *“The Land & Survey is mostly needed here to do the actual mapping of the whole ground with the naming of the proper landowner on their respected and to draw the boundaries of each piece of land from the other” and*
- *“Name of lands in the airstrip is unknown; Lands in the Airstrip not in land list (missing lands); sizes not acceptable”.*

Significant issues were raised by the Matai in loss of trust of the Government regarding land issues. This was raised in 21% of the responses received. People felt that Government was violating their rights to the land, that they were not properly informed, and in some cases that they had lost confidence in the process and did not feel safe. In one case, a landowner said that the bulk payments made by Government to the Kaupule for distribution to them was not being paid in the right amount. Some of the verbatim comments were:

- *“...our land was seems forcefully or involuntary taken by the government where in my position I really felt frustrated as my right to my land is being violated by the government and I felt not safe too...would like to ask the government not to repeat this critical matter in future”.*
- *“One important thing is to keep to all agreed contract or matter safe and never change it afterwards”.*
- *“Really sad knowing that the lands at the air field never been dealt with properly with renewing of the contract or agreement back to 1984 which is a long way back. To get copies for each Matai on any contract that involve lands (agreement). Having the copies of all land lease will help us land owner or remind us land owner when lease need to be renew and might help remind the government as well in case they forget like what have been experienced”.*

Environmental concerns were also raised. One matai asked whether there were any environmental impacts associated with the TvAIP. Two of the landowners did not want to see a repeat of the World War II borrow pits scenario where materials might be extracted from their lands to be used elsewhere:

- *“If there are environmental impact exist on the lease land can that problem be fix or what the government will do?”*
- *“My main concern is not to use sandstones ground from the malae vakalele [airport] for any other purpose.”*

Table 4: Q12 Do you have any concerns about the airport land arrangements?

Q12 Any concerns?	Number	%Responses	%Matai
Traditional naming of land lost, losing link with original owner			
Name of the land has been deleted and replaced with "airfield"	5	14	24
I have land and never been paid	1	3	5
Some land is missing	1	3	5
Payments made to other people	1	3	5
Documentation of boundaries and owner needed			
Lands Dept to map all and fully document	3	9	14
Some land has been downsized	3	9	14
Some land has not been fully documented	1	3	5
Lease agreements			
Proper agreements needed	3	9	14
Recently found out that there has been no proper arrangement	2	6	10
Agreement has to be reached concerning lands	1	3	5
Proper agreements / documentation needed	1	3	5
Lease payments			

Q12 Any concerns?	Number	%Responses	%Matai
Government to continue paying the lease	1	3	5
Some land has never been paid	2	6	10
<b>Trust in Government</b>			
Agreements not to be changed afterwards	1	3	5
Government not to repeat this matter in future	1	3	5
Government to acknowledge the involuntary taking of our land	1	3	5
I don't feel safe	1	3	5
My right to my land being violated by Government	1	3	5
Payments made through Kaupule not the right amount	1	3	5
Land forcefully or involuntarily being taken	1	3	5
<b>Other concerns</b>			
Are there environmental impacts?	1	3	5
Don't use sand / stones harvested from airfield for other purposes	2	6	10
<b>Total</b>	<b>35</b>	<b>100</b>	<b>167</b>

### *Was airport land acquisition voluntary? (Q13,14)*

The main comments given around the question of whether land had been acquired voluntarily centred on a lack of consultation and proper arrangements (48% of Matai) (Table 5). In 18% of the responses received (14% of the Matai) people said that they could not remember, did not know, or that their ancestors had made the arrangements. Just two Matai said that they had agreed voluntarily to lease the land for the public good. Some of the answers given include:

- *"The Kaitasi never aware of what have been done to the lands at the airfield."*
- *"No idea as I was just a small kid when the air field was constructed."*
- *"...my Kaitasi voluntary agreed to give our lands in the airport for the sole purpose of good communication for the outside world, marketing, trading environmental, economical, financial... communication."*

Table 5: Q14 Was the arrangement for the airport land voluntary on your (Kaitasi) part?

Q14 Voluntary?	No	%Responses	%Matai
No proper consultation / not informed	6	35	29
No proper arrangements or information	4	24	19
Can't remember / Don't know / Elders made arrangement	3	18	14
Voluntary agreement for the public good	2	12	10
Land acquired involuntarily by Government / after separation	2	12	10
<b>Total</b>	<b>17</b>	<b>100</b>	<b>81</b>

### *Have you lost any assets / income as a result of the use of your land for the airport? (Q15,16)*

Some of the Matai acknowledged that there had been some gains and some losses to their Kaitasi resulting from the use of their land for the airport, with most reporting loss (Table 6). The main types of loss reported were missing lands and incorrect or unmapped boundaries (19% of Matai), rents that were not properly negotiated, have not been paid or that are too low (40% of Matai); and the loss of other types of landuse that would have been possible of the land (growing food, other developments) (20% of Matai). On the positive side, some landowners perceived that the area of the airport had been beautified by the removal of the 'swampy' Pulaka growing areas. Two of the Matai said that landowner benefits to them from the land would have been much greater if they could have developed the land themselves or that they had given the land in order to help develop the country, but that the rate of development had been disappointing. Some of the verbatim responses included:

- *"What the government receive from using our land is not really fair with what the landlord receive in return. What landowners receive from leasing is so small compare to what they should have if only they have the land - in building houses that can rent out , or development that can earn them money or doing gardening."*

- *“Land is our most important resource for our family's income, economic Inflation and education improvement. We gave our lands 99 years ago to the development our country. Tuvalu is 35 years old and the Development is very slow. If our country's development is advanced we should be like the nation of Hong Kong.”*
- *“The payment of the lease land is getting lower than what we used to have after the involuntary taken of our lands.”*
- *“Land owners seems to be both gain and lose the same time from these land in the airfield as will lose land that we can cultivate on or build our house on; gain money from the leasing...”*
- *“As we all know that we will not be able to use this land anymore, one good thing is that we are earning money from the lease at least.”*

Table 6: Q16 Have you lost any assets / income as a result of the use of your land for the airport?

Q16 Losses at Airport land	Number	%Responses
<b>Boundaries</b>		
Boundaries incorrect / not mapped	3	14
Lands "missing"	1	5
<b>Leases, payments &amp; benefits</b>		
Some rents have not been paid	2	10
Leasing income / Land is our most important income	2	10
Landowner benefit is not fair compared with Government's benefit	1	5
Lease payments have decreased since acquisition	1	5
Not properly leased	1	5
Payment should be \$5,000/ac/year, not \$3,000	1	5
<b>Landuses and other income from the land</b>		
Pulaka / Growing areas	2	10
Landowner benefits would be much greater if we could develop the land ourselves	1	5
We will not be able to use this land any more	1	5
<b>Other</b>		
Don't know	1	5
Island is more beautiful without the swampy lands (pulaka pits)	1	5
Land given to develop country but this has been slow	1	5
Materials borrowed for elsewhere to fill strip	1	5
Some gains and some losses	1	5
<b>Total</b>	<b>21</b>	<b>100</b>

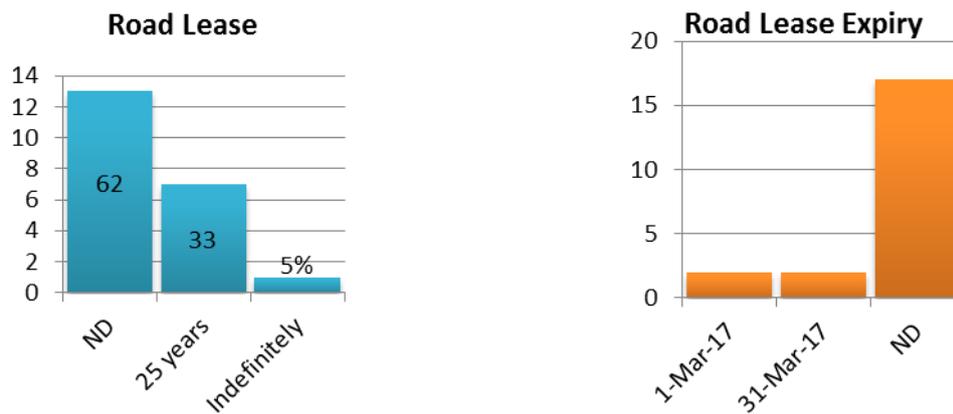
### Road Land

Many of the Matai (10%) did not know whether there was a lease agreement between their Kaitasi and the government for road land, indicating a significant level of confusion in this area (Table 7). The majority (76%) said that there was no lease for road land and 14% reported that they did have a lease. The length of lease for the roads was 25 years reported by 33% of the Matai, with one person saying the lease was indefinite (Figure 4). Where expiry dates were given, they were identified as March 2017.

Table 7: Q17 Is there an active lease agreement for your road land?

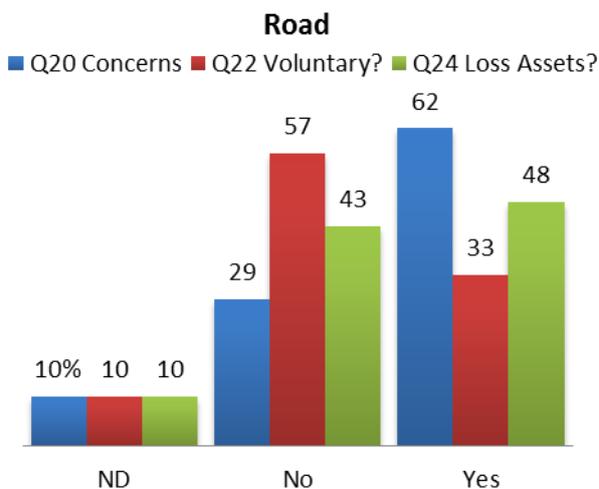
Q17 Road Lease?	Number	%
No	16	76
Yes	3	14
Don't know/ND	2	10
<b>Total</b>	<b>21</b>	<b>100</b>

Figure 4: Q18 How long is the road lease? And Q19 Expiry date of the current lease



For roads, most landowners (62%) had concerns about their land being used for the roads, with 29% saying they were not concerned (Figure 5). The majority said the land had been acquired involuntarily (57%), with about a third of Matai saying that the land was given voluntarily. People were fairly evenly split about whether they had lost assets as a result of the land being acquired for the road, with 43% saying they had not suffered losses and 48% saying that they had.

Figure 5: Frequency scores (as % of responses) for whether landowners had concerns about their road land, whether the land had been obtained voluntarily and whether they had lost assets in connection with the acquisition (Q20, 22, 24).



### Road Concerns (Q20.21)

The most common concerns raised for the land being used for roads focused on incorrect boundaries, “missing” lands or lands which had been identified with the “wrong owners” with the result that proper mapping would be needed (36% of responses) (Table 8). There were concerns that leasing arrangements had not been accompanied by proper consultations, that some road were not included and some mistrust of government who should not change arrangements years later. Some Matai suggested payments should be increased in the future.

Many of these issues are in common with the comments made on the airport lands. For example:

- “My concern about the road: Not sure of the road width; So many holes in the road still not yet address.”

- *“It is one important thing to do is keeping the agreement or contract safe and for both party especially the government to stick to it not change a bit years later.”*
- *“Some land that are used as roads now are not included as lease lands (Nuia Ha Road and Tokotuu Road) if only the government can include these land to lease lands list and if the government put road hump as well for some peoples never think of ride safely in these so narrow roads.”*
- *“If the government can supply us land owner with copies of all leased land that are used as roads.”*

Table 8: Q21 Do you have any concerns about the road land arrangements?

Q21 Any concerns?	Number	%Responses	%Matai
Documentation of boundaries and owner needed			
Boundaries incorrect	3	12	14
Lands missing / not identified / wrong owners	3	12	14
Proper mapping / survey needed	3	12	14
Lease agreements			
Proper agreements needed (landowner & government)	5	19	24
No proper consultations	2	8	10
Some roads not included in leases	1	4	5
Kaitasi did not have the chance to discuss / timing short	2	8	10
Lease payments			
Payments going to other people not rightful owner	2	8	10
Increased lease payments in future	1	4	5
Government should receive 14 million / year from roads	1	4	5
Other concerns / comments			
Safety measures needed (e.g. Speed bumps)	1	4	5
Road is in poor condition	1	4	5
Upgrading will benefit everyone	1	4	5
<b>Total</b>	<b>26</b>	<b>100</b>	<b>124</b>

### Was road land acquisition voluntary? (Q22,23)

As for the airport lands, around 24% of the Matai had not been involved in the leasing of road lands, saying they could not remember or that their elders had made the arrangements (Table 9). Without consultation and information, some of the respondents suggested that they did not have enough time to discuss the leasing of their land. This suggests the degree willingness was less than they would have liked had they had sufficient time and information to work with:

- *“Kaitasi never have the chance to talk or discuss the matter as it was done in a short period of time.”*
- *“I do believe that any consultation is for a better understanding of any issues between the landowner and government and always for the benefits of all the Kaitasi.”*
- *“No proper consultation or proper process; Just committee who did survey.”*

Table 9: Q23 Was the arrangement for the road land voluntary on your (Kaitasi) part?

Q23 Voluntary?	No	%Responses	%Matai
Can't remember / Don't know / Elders made arrangement	5	38	24
No proper consultation / not informed	4	31	19
Lease payments are too low	2	15	10
No proper agreement signed	1	8	5
Committee was formed to compensate trees	1	8	5
<b>Total</b>	<b>13</b>	<b>100</b>	<b>62</b>

Fewer losses attributed to the acquisition of road land were reported by respondents than for airport land, with only half of the Matai listing losses (Table 10). The main issues raised were concerned with payments going to the “wrong” landowners, no documentation or agreement and low lease

payments (63% of responses). Losses due to being unable to use the land for housing and growing food and loss of other income from the lands were also reported:

- *“Landowners having small lands which should have used for housing and gardening or other development where they can earn extra money for their respected Kaitasi.”*
- *“Some lease payment on lands on the road are being payout to other landowners who should not get that payments.”*
- *“Some of my lands are under other peoples’ names.”*
- *“Land owners are not happy with these rate for lease land.”*

Table 10: Q25 Have you lost any assets / income as a result of the use of your land for the roads?

Q25 Losses at Road land		Number	%Responses
Boundaries			
Some lease payments are going to wrong landowners		5	45
Leases, payments & benefits			
There is no documentation / agreement		1	9
Lease payments are too low		1	9
Land uses and other income from the land			
Loss of lands for housing, gardening		1	9
Loss of income from lands		1	9
Other	Nothing / No idea	2	18
Total		11	100

### Suggested arrangements (Q26)

When asked about what the arrangements for handling land issues associated with the TvAIP for the airport and roads 29% of the Matai said that good consultations were need for anything that involves land (Table 11). One Matai suggested that because the original arrangements were made so long ago, that a new agreement put in place now would give the new Matai confidence in their role as caretakers for the Kaitasi: *“... I am not really sure of any agreement been signed I would like to ask the government to have an agreement newly signed now. Beside all these matter concerning land were dealt by our elders who most of them are not here now so new signing will give us new Matai confident on these land issues...”*

A total of 37% of the landowners wanted to see a better Government process for dealing with their land. They wanted to be confident that the Government would “use its power carefully”, document the exact location, size and ownership of land and use proper lease agreements. This was seen as necessary to minimise conflicts.

Appearing in several places in this survey, Matai called for land payments to be on time. They also suggested that the payments are currently too low and are in need of review.

One landowner suggested that the World Bank should go ahead with the project (TvAIP) and another agreed that the land should be used for the common good. IN several questions people also warned that rocks and soil should not be removed from the lands.

Some of the verbatim answers included:

- *“Government should continue to consult with land owners to resolve all issues.”*
- *“It will be a good thing concerning land for the government and the land owner to sit and discuss or talk over it until they have a both understanding and both agreed on.”*
- *“Should compensation be same with other lease or different? Should be different.”*
- *“I don't like the idea of removing or taking soil, stones from land not yet lease or even the lease land to other places or the air field.”*

- *“Air field is a permanently development that hard to reverse later but the important thing here is for the land owner to know his lands exact location and size just in case the lands will be not in use for the air field - also this will minimize any conflict over land boundaries.”*
- *“The payment for leased land in a year is too small for the land owners.”*

Table 11: What should the land arrangements be for the airport and roads?

Q26 Arrangements	Number	% Responses	% Matai
<b>Consultations</b>			
Good consultations when land involved	6	21	29
Land matters were dealt with by Elders so new agreement will give confidence to new Matai	1	3	5
<b>Government process</b>			
Government to deal with land issues in proper manner in future	4	14	19
Proper lease agreements	3	10	14
Government to use its power carefully	2	7	10
Proper documentation will minimise conflicts	1	3	5
Exact location and size of land documented	1	3	5
<b>Rental payments</b>			
Payments to be made on time	2	7	10
Payments are too low	2	7	10
Lease payment should be different for airfield land	2	7	10
Remind Government to keep its word on payments	1	3	5
<b>Other</b>			
WB go ahead with project	1	3	5
Don't remove soil / rocks from the land	1	3	5
Airfield development can't be reversed	1	3	5
Agree to use of land for public & landowner good	1	3	5
<b>Total</b>	<b>29</b>	<b>100</b>	<b>138</b>

### Final comments & suggestions (Q27)

The following are the final comments given by Matai filling in the survey form. They are recorded here with very light editing for spelling and grammar only.

- *The government to implement development that will benefit the nation and in that way we landowners do support these development but be advised to include the landowner if lands is involved as well. If there's any problem arise these development or project for the government to make use of the landowners in including them in any decision making but not to decide by themselves only as land belong to us landowners. Just want to further stress to the government that we landowner are the rightful owner over any matter involving land therefore please do inform or include landowners when lands are involved. Please but do not leave us out.*
- *The government should pay the landowner a different pay for the land used in the airfield than the one people have house on it. The main reason to this is that where the airfield is now used to be the biggest Pulaka pit for the Funafuti people which they mostly depended on as their food security but now is gone.*
- *The government to be more careful in using its power on land issues especially for us landowners do not agree on it.*
- *Government responsibility should extend to all other natural project.*
- *Nothing much but thank you so much*
- *Good consultations makes good understanding, resulting in agreement for both parties*
- *The government to be penalty if these kind of attitude showed up again practising it's power without concerning the landowners.*

- *If there are environmental impact exist on the lease land can that problem be fix or what the government will do? That all from myself and thank you so much.*
- *Few matter I want to stress on: a) the delaying of the payment for lease land in the airport is something that shouldn't happen if the government followed proper protocol in dealing with land issues; b) put in mind that the land owner is always the boss for the land and to do consider land owner when land is involved; c) please don't play politics on us landowner but do the right thing. Just plea to the government to do the right thing in future please.*
- *Nothing more thank you.*
- *Yes if the rate for the lands in the air field be increase as these land were used to be our main source of food security and now buried only for the sake of building an airfield which we the new generation are suffer, but increasing the lease rate from other lease land will make us land owner more satisfy and happy as well.*
- *If the agreement is not going to dealt with on proper ways landowner might end up upsetting and will probably hold their land from using to these two main purpose the airfield and roads.*
- *All I'm asking if the government can increase the rate for the leased lands.*

### **3.3 CONCLUSIONS**

The messages coming for this survey and the associated meeting with landowners are very clear and can be summarized as follows:

1. Consultations were undertaken using the existing Kaupule and Falekaupule systems which is the appropriate mechanism for land issues.
2. The survey reached around 1,592 people (53% male, 47% female) in 21 Kaitasi (landowner groups) though their Matai (Chiefs) which represents probably 55% of the landowners for the airport and roads. The total number of people affected is estimated to be around 2,880 (projected from averages calculated here) in 38 Kaitasi.
3. There is a lot of confusion around leasing arrangements, particularly for the airport, though there are also issues with the roads. Many were not sure what arrangements were in place, suggesting that even for road (where an arrangement exists) they do not have a leasing document in hand. The Matai position is one of caretaker of the lands and most of the arrangements that were made in the past were made by their elders.
4. Significant issues were raised by the Matai in loss of trust of the Government regarding land issues. People felt that Government was violating their rights to the land, that they were not properly informed, and in some cases that they had lost confidence in the process and did not feel safe. In one case, a landowner said that the bulk payments made by Government to the Kaupule for distribution to them was not being paid in the right amount.
5. The Matai repeatedly called for information and clear consultations with Government on (any) land issues and asserted their rights as landowners. They requested the government develop and follow due process and not change or go back on agreements.
6. Some of the Matai said that the current rental payments are too low and represent reduced benefits compared with having access to their land to grow food or to develop themselves (housing, rents etc). Calls for a review of rates were made in several parts of the survey.
7. Proper survey and mapping of boundaries and identification of owners is needed for the airport and road leased lands. There were issues raised on the loss of land names (used to identify owners), questions of ownership, exact location of boundaries and issues of "missing" land and sizes of plots.
8. Landowners raised only a few issues that pertain directly to the TvAIP. This included questions on environmental impacts and concern that sand and gravel not be removed from their land.
9. There is a lot of good will toward the use of the land for the project, with Matai articulating their understanding that the land is needed for the good of the country and public in general.

## **4 VALUATION OF ASSETS**

### **4.1 ASSETS TO BE AFFECTED**

The RFP assessed no physical displacement of persons or severe negative impacts resulting from the TvAIP. The airport was thought to be leased from private owners and until a court case heard in 2014 there was no dispute on that arrangement. The court case found that the leases on airport land expired in 2009 and that no formal leasing arrangements were in place. As a result the GoT moved to acquire the land by issuing a Notice for the Compulsory Crown Acquisition of the land on 19<sup>th</sup> December 2014 (Annexe 11.7) giving landowners one month to respond. The Crown Acquisitions Act 2008 requires that notices are personally served to the landowners, but because this was not done, the Notice became void. The result of this is that the GoT found itself with no legal agreement with airport landowners and was not in a position to make lease payments due on 1<sup>st</sup> April. In the process of carrying out the consultations needed for this ARAP, the situation was identified and the Attorney General's Office moved quickly to develop a Memorandum of Agreement (MOA) between GoT and landowners. The MOA was signed on 2<sup>nd</sup> April 2015 and now provides an interim leasing arrangement until the new Government can carry out due process to formalise all of the Government leases due to expire in 2017. In early 2016 the GoT will review and renew all government leased lands, including the airport lands using a consultative process, as outlined in Annexe 11.9.

The MOA means that there is now a formal arrangement in place and the TvAIP can assume that the airport lands are secured for the project to proceed and that no land acquisition will be required for the project. The project investments are planned within the current airport boundaries and will not require the removal of any additional assets. Loss of trees and other assets was previously settled with the landowners in a one-off payment at the time of the original land acquisition (1983).

The improvements to roads will take place within the existing road footprint and road reserve. There may be temporary incursion into land beyond this line if required, for example for stockpiling during construction, or for drainage easements. In this event, all efforts will be made to avoid public danger or inconvenience. There will be temporary impacts from noise, dust and traffic disruption (GOT, 2013b).

### **4.2 VALUATION**

All lands acquired for government purposes in Funafuti are now under leasing arrangements that pay a yearly rental at the rate of \$3,000/acre/year. The existing arrangements (including the new MOA) will be renewed in 2017 and the rate paid is likely to be reviewed at that time. This yearly rental will be used by the GoT to compensate landowners for continued use of their land for the life of the project and during operations.

The GoT also has a compensation rate for trees and other assets which it uses for compensation on a one-off basis for projects (see Annexe 11.9). This schedule (including any updates) will be used to compensate landowners in cases where stockpiling or drainage easements are required for the road. The evaluation must be done by the Department of Lands on an as-needed basis.

MCT will seek opportunities to involve APs in direct benefits from the project, such as training, employment suitable to their skills on construction or support services for the construction teams, as airport security guards, or on road or airport reserve beautification schemes. Additional community benefits, such as improved water and sanitation facilities, will also be explored with communities during the consultations process (GOT, 2013b).

## 5 COMPENSATION AND ASSISTANCE

Compensation for the use of airport and roads lands will be made by GoT on the 1<sup>st</sup> April each year at the specified rate of \$3,000/acre. Any losses incurred for trees through use of stockpiles and drainage for roads will need to be assessed by the Lands Department and compensated on a one-off basis.

## 6 IMPLEMENTATION

All compensation will occur using well established arrangements through the Kaupule and Falekaupule and will not be modified by the TvAIP. This includes yearly lease payments and one-off compensation for trees and other assets as may be determined by the Lands Department for stockpiles and drainage for the roads on an as-needed basis.

Any unanticipated issues will be resolved by MCT who will approach the Kaupule to establish consultations to identify issues and acceptable solutions. The consultations which may include meetings with Government departments, the Falekaupule and Matai from the affected Kaitasi, may require additional survey questionnaires, radio and/or a complaints box. These mechanisms will allow for a fully consultative adaptive planning process, with changes being submitted to the Government and World Bank for approval.

## 7 COMMUNICATIONS & GRIEVANCE REDRESS MECHANISM (GRM)

A Communications and Complaints Mechanism will be established by MCT for the purposes of:

- Public disclosure of the project including (i) Informing the public of planned disruptions and safety information and (ii) Adapting to changes in the project; and
- Receiving and addressing grievances.

**Public disclosure.** This mechanism will provide information to the community at large on the objectives and timing of the project. It will also include any disruptions to utilities (such as electricity and telecommunications) and traffic due to excavations and resurfacing. Radio announcements, an information web page and announcements lodged in social media where widely subscribed groups exist should be used. A media story should go to Tuvalu Radio weekly and the web page and social media be updated at least weekly. The information should announce planned-outages with sufficient notice to allow people to minimise disruptions, and any safety warnings where the project needs to warn residents and signage is used.

**Grievance Redress mechanism:** Several simultaneous mechanisms need to be established immediately to hear grievances, and a trail be followed to ensure their resolution and reporting. In the event the grievance includes a safety issue, the Police must also be informed. The mechanisms must be timely. The first radio show and the web media will include information on the GRM to alert the public of the pathways they can use to make complaints during the project and the timing they can expect for action to be taken. The mechanism that will be established include:

- Creation of a complaints and incidents form (Tuvaluan) that can be used for complaints and any safety issues or accidents;
- Complaint by letter, form or verbal submission to Falekaupule or Kaupule leaders. Verbal complaints to be recorded on a complaints form by an officer and delivered to a designated officer at MCT for immediate attention;
- Complaints box posted outside the TvAIP Office to be cleared daily and delivered to designated officer at MCT;
- Nomination of a woman through the National Women's Council to act as contact point for women;

- Nomination of a Youth representative (such as the National Youth Officer, Ministry of Education, Youth and Sports) to act as a contact point for youth.

A designated Safeguards Officer at MCT will be appointed to receive and act on any complaints received until they are fully resolved. In the first instance this should involve the Falekaupule and Kaupule, which for many issues should be sufficient to resolve the matter. Where women and youth are involved the National Women’s Council and/or National Youth Officer should be involved. Where issues concern the actions of the Contractor, including accidental damage to assets during works, the Contractor will be involved. Where a complaint concerns a larger issue such as unexpected land issues, the matter should be sent to the lands Department in the first instance. If not resolved using these mechanisms, elevation to legal measures may be required as a last resort.

A timeline for complaints resolution will need to be case-specific but should not be more than 10 days for most cases. The media used and complaints/incidents forms will be lodged as part of project monitoring.

## **8 MONITORING ARRANGEMENTS**

Monitoring is required for the Public disclosure of project information and activities and for the GRM to ensure the public is properly informed and issues that may arise are addressed efficiently. The main monitoring mechanism will involve a monthly report produced by the designated Safeguards Officer at MCT which will be copied to MCT, the TVAIP Office, Kaupule and Ulufenua (Chief of the island / head of the Falekaupule) and to the World Bank.

This report will rely on good record-keeping of all radio shows, meetings, copies of web postings and complaints/incidents forms which will be bundled together at the end of every month to show the activities, issues arising and complaints received and addressed. Any outstanding issues will be identified and a process and timeline for resolution established in each report until it can be closed. This could take the form of a ‘trouble ticket’ system. The intention is that the monthly report should require little additional work so that the business of informing the public and addressing grievances can remain the focus of activities. The contents of the monthly report will include:

- Summary: of the month’s issues, outstanding issues and any problems that have arisen. Summary description of any difficult problems and what is being done to address them and when they are likely to be resolved.
- Public disclosure: Copy of all radio shows, meetings and web announcements (web page, social media)
- Complaints and incidents: copy of all active forms for the month, including steps taken to resolve them and outcomes.

## **9 TIMETABLE**

Given that the issue of lapsed leasing arrangements for airport land has been resolved this ARAP can now focus more on the Communications and Grievance and Redress Mechanism. As the project is already underway, establishing weekly public information, a grievance mechanism and monthly reporting should begin immediately. It is likely that these mechanisms will take about a month to establish fully.

## **10 BUDGET AND FINANCIAL ARRANGEMENTS**

This ARAP was designed to cover the most important aspects of resettlement impact minimisation and mitigation without being overly-complex. It is expected that most of the ARAP’s measures will

result in no marginal cost and will form part of the services already provided by the TvAIP Office, MCT, other GoT agencies, the Falekaupule, Kaupule and the Contractor.

The exceptions to this will be if any unexpected issues arise while the project is resurfacing the roads and needs to create stockpiles and drainage which may impact landowners surrounding the existing roadways. Compensation costs for loss / damage to trees and other household assets will be at GoT rates and are unlikely to be large. These forms of compensation will be assessed and paid for by the GoT as part of the project.

## 11 ANNEXES

### 11.1 TERMS OF REFERENCE

#### BACKGROUND

An Abbreviated Resettlement Action Plan (ARAP) is required to document the history of the land ownership and leasing arrangement associated with the Funafuti airport. The ARAP will need to detail the means by which compliance with the World Bank's Involuntary Resettlement Policy (OP 4.12) will be achieved including payment of compensation calculated at full replacement cost.

#### TASKS

It is expected that the following tasks will be completed:

1. Initial investigations, setting up meetings, background work
2. Meeting with Government: Communications & Transport + Lands + Attorney General's Office + Home Affairs
3. Meeting with Matai of each affected Kaitasi via Kaupule and Falekaupule
4. Analysis of results and reporting
5. Reporting
6. Response to Government & WB comments

#### OUTPUT

The output of the consultancy will be to prepare an Abbreviated Resettlement Action Plan. A complete ARAP will have the following minimum contents:

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#### Contents of the ARAP

##### Introduction

- Rationale of Bank support to the project described (country/sector context)
- Amount of Bank financing and co-financing described
- Bank-supported activities described

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##### Project Description and Components

- Project development objective, components, geographic coverage and typology of subprojects described
- Project location, including related activities well described
- Map/maps of project area/area of coverage, components, etc., presented

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##### Objectives, definitions and key principles of the ARAP provided

##### Legal, Policy and Regulatory Frameworks

- OP 4.12 presented and with rationale for triggering fully explained/described
- Country policies, laws, rules and regulations applicable to land and involuntary resettlement presented and fully explained
- Relevant international agreements host country entered into that are applicable to the project presented and fully explained
- Gap analyses between host country laws and regulations vis-à-vis the Bank policies and gap filling measures fully described in the ARAP

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##### Census survey and asset inventory

- Detailed presentation of the findings of the socio-economic studies conducted (e.g., current occupants of the affected area)

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##### Institutional and implementation arrangements

- Implementation clearly spelled out
- Delineation of responsibilities for implementing resettlement clearly described
- Capacity building measures explained in detail

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##### Monitoring and evaluation arrangements

- Explained in a clear manner

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##### Resettlement packages and eligibility criteria

- Presented in detail (including valuation methodology)

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##### Grievance Redress Mechanism

- Mechanism/s to receive complaints, grievances and facilitate resolution in a fully transparent way clearly described

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##### Public Consultation and Disclosure

- Consultation processes and disclosure of information, instruments, etc. clearly presented and details provided

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##### Budget and costs

- Estimate of budget and costs clearly detailed
  - Authorities responsible for providing the budget clearly identified
-

It is noted that there are some project specific issues with the airport land. Accordingly, the ARAP should, as far as possible be structured as outlined above however it can vary where it is practical to do so. The consultant may contact Ross Butler at the World Bank on [rbutler@worldbank.org](mailto:rbutler@worldbank.org) for further clarification and guidance as to the World Bank requirements.

## 11.2 PERSONS MET

### Initial meeting with Government Stakeholders 30<sup>th</sup> March 2015 at TvAIP Office, Funafuti

Name	Title	Department	Position	Email	Phone
Enna Sione	Ms	TvAIP	Administrative Assistant	<a href="mailto:erienna@gmail.com">erienna@gmail.com</a>	20499
Faatasi Malologa	Mr	Department of Lands & Survey	Director	<a href="mailto:fmalologa@gmail.com">fmalologa@gmail.com</a>	20170
Frank Fiapati	Mr	Ministry of Home Affairs	Local Government Officer	<a href="mailto:Ffiapati@gov.tv">Ffiapati@gov.tv</a> <a href="mailto:mfiapati@live.com">mfiapati@live.com</a>	
Laigane Maina	Ms	Attorney General's Office	Senior Crown Counsel	<a href="mailto:lmaina@gov.tv">lmaina@gov.tv</a>	20552 / 906123
Nele Semu	Ms	Attorney General's Office	Crown Counsel	<a href="mailto:msemu@gov.tv">msemu@gov.tv</a>	20222
Taukave Poolo	Mr	Ministry of Communications & Transport	Acting Secretary	<a href="mailto:tpoolo@gmail.com">tpoolo@gmail.com</a>	20055
Teawa Ipitoa Toromon	Ms	Tautai	Secretariat & Surveyor	<a href="mailto:teawatoromon@gmail.com">teawatoromon@gmail.com</a>	907623
Tuafafa Latasi	Mr	TvAIP	Finance & Contract Manager	<a href="mailto:tuatasi@gmail.com">tuatasi@gmail.com</a>	20499
Tutia Talitonu Teatu	Ms	Department of Civil Aviation	Acting Director	<a href="mailto:ttilafolau@gmail.com">ttilafolau@gmail.com</a>	20055
Ursula Kaly	Dr	Tautai	Adviser	<a href="mailto:Uschi@tautai.com">Uschi@tautai.com</a>	902609
Vitoli F Iosefa	Mr	TvAIP	Project Manager	<a href="mailto:faaoga@gmail.com">faaoga@gmail.com</a>	20499

### Meeting with landowners 1<sup>st</sup> April 2015 at Tausoa Lima

Name	Title	Organisation	Position	Email	Phone
Aleni Kaumana	Mr		Landowner		
Amitelea Omeli	Mr		Tokolua Ulufenua		
Andrew Ionatana	Mr		Ulufenua		906693
Aoga Kofe	Mrs			<a href="mailto:aogakofe@gmail.com">aogakofe@gmail.com</a>	902756
Aso Teasi	Mr		Sui Matai		
Enna Sione	Ms	TvAIP	Administrative Assistant	<a href="mailto:erienna@gmail.com">erienna@gmail.com</a>	20499
Faatasi Malologa	Mr	Department of Lands & Survey	Director	<a href="mailto:fmalologa@gmail.com">fmalologa@gmail.com</a>	20170
Falaima Natano	Mr		Landowner		
Galau Lauti	Mr		Sui Matai		906927
Ieti Filemoni	Mr		Matai		
Ioasa Tilaima	Mr		Matai		
Iosia T. Apelu	Mr		Landowner		
Kaitu Nokisi	Mr		Matai		20422 / 906542
Kalepou Tili	Mr		Sui Matai	<a href="mailto:Tilson1956@gmail.com">Tilson1956@gmail.com</a>	20232
Kamuta Latasi	Mr		MP Funafuti / Matai		
Kausea Natano	Mr		MP Funafuti		20236
Laigane Maina	Ms	Attorney General's Office	Senior Crown Counsel	<a href="mailto:lmaina@gov.tv">lmaina@gov.tv</a>	20552 / 906123
Lauina Mika	Mr	Matai			
Lepaio Tekita	Mr		Sui Matai		20479
Liki	Mrs				

Name	Title	Organisation	Position	Email	Phone
Lita Failoga	Mrs				
Maria Kilifi O'Brien	Mrs				
Mataio Uale O'Brien	Mr		Matai		20360
Meneua Teagai	Mr		Landowner		
Mesako Usufono	Mr				
Mofete Naseli	Mr		Matai		
Nele Semu	Mrs	Attorney General's Office	Crown Counsel	<a href="mailto:msemu@gov.tv">msemu@gov.tv</a>	20222
Nia Faleula	Mrs				
Niu Alefaio	Mr				20565
Peniata Tui	Mr		Matai		
Polau Kofe	Mr	Landowner	Landowner		
Puava Lalua	Mrs				
Satalaka Misilusi	Mr		Matai		
Seanoa Opeta	Mr		Landowner		20571
Semeli Manase	Mr		Matai		
Taukave Poolo	Mr	Ministry of Communications & Transport	Acting Secretary	<a href="mailto:tpoolo@gmail.com">tpoolo@gmail.com</a>	20055
Teava saulo	Mr		Landowner		20238
Teawa Iptoa Toromon	Ms	Tautai	Secretariat & Surveyor	<a href="mailto:teawatoromon@gmail.com">teawatoromon@gmail.com</a>	907623
Toma Llveti	Mr		Matai		20266
Tomasi T. Kaitu	Mr		Landowner		906462
Tuafafa Latasi	Mr	TvAIP	Finance & Contract Manager	<a href="mailto:tuatasi@gmail.com">tuatasi@gmail.com</a>	20499
Tui Peniasi	Mr		Landowner		
Tutia Talitonu Teatu	Ms	Department of Civil Aviation	Acting Director	<a href="mailto:ttilafolau@gmail.com">ttilafolau@gmail.com</a>	20055
Ursula Kaly	Dr	Tautai	Adviser	<a href="mailto:Uschi@tautai.com">Uschi@tautai.com</a>	902609
Vaguna Penileta	Mr		Sui Matai		900496
Vitoli F Iosefa	Mr	TvAIP	Project Manager	<a href="mailto:faoga@gmail.com">faoga@gmail.com</a>	20499

## 11.3 LETTER TO LANDOWNERS FOR AIRPORT AND ROADS (TvAIP)



# Plotieki Atiakega ote Malaevakalele o Tuvalu Tuvalu Aviation Investment Project (TvAIP)

30<sup>th</sup> March 2015

Dear Airport and Roads Landowners,

The Government of Tuvalu (GoT) is working on an Aviation Investment Project (TvAIP) to meet the need for air services to international standards. As this is critical to its development objectives, the Government of Tuvalu has sought assistance from the World Bank to implement a project that will upgrade the airport, runway and roads in Funafuti.

The Ministry of Communications and Transport (MCT) is the implementing agency for the project that will include: (i) infrastructure investments; (ii) aviation sector reform; and (iii) strengthening the operations and management of the airport.

The TvAIP is expected to have environmental and social impacts which are few in number, site-specific and mainly temporary, which will be addressed through avoidance, mitigation and resettlement measures. In October 2013 the GoT prepared a Resettlement Policy Framework (RPF) document to cover issues of land use for the airport and roads connected to the project. The project will be implemented within the footprint of existing infrastructure, and already reserved or restricted land. Physical displacement of persons or property is not expected. In 2013, the RPF expected that resettlement impacts and entitlements would relate mainly to temporary disruption during construction.

However, since that time, it has become

Ki malu o Tino fai manafa ite Eapoti mo Auala

Ate malo o Tuvalu e fakagalue nei ne ia se polotieki kite fakaleiga tulaga ote malae vakalele ke tai mafai o tai fetai mo manakoga tulaga ki mea tau ololomalaga ite lalolagi.

Pela mote iloa atu ite taua tulaga ke fakalei te eapoti mote malae ki ana atiakega mo ana tapulaa fakamoe ne ala iei te malo o Tuvalu o fakatagi kise fesoasoani kite WB-World Bank kise tulaga mote fakaleiga ote eapoti pela foki te malae vakalele fakatasi mo auala I luga I Funafuti

Ako te Minituli o Fesokotakiga mo Ololomaga ka galue fakatasi mote WB kite fakagaluega ote polotieki tenei tela ka aofia iei (i) Fakaleiga o te malae eapoti ke oko foki loa ki auala (ii) Fakaleiga tulaga kite eapoti ki galuega likiliki kola e fai ite eapoti mai ofisa ke oko kite malae vakalele (iii) Fakamalosiga tulaga kite fakateletelega io me kote fakagaluega ote eapoti

Ate polotieki e fakatautau me ka isi ne pokotiaga kite enivalamene fakatasi mote nofonofga o tino kae ka foliki fua a pokotiaga konei mai ite koga koga ka fai iei te polotieki kae ka se tumau foki ko tena uiga e mafai fua nete polotieki o agai io me fesagai mo pokotiaga konei mafai e taumafai o taofi a pokotiaga konei ma tupu io me fakamafuli a te palani Ite masina o Oketopa 2013 ate Malo o Tuvalu ne fakatoka ne ia se feagaiga tela kote (RPF) Resettlement Policy Framework ke mafai o agai atu ki fakalavelave I mea tau fakaogaga o manafa kite eapoti pena foki mo auala tela e matea atu me olo tasi loa mote polotieki tenei .Ako te polotieki ka fakagalue io me fakatele loa I luga I kope konei ko tuu pela foki mo auala konei ko isi kote fakakaleiatuga fua tenei e manako kiei te polotieki ke fakataunu mo manafa kola ko oti loa ne talia mai mo nisi manafa kola foou ka too foki ki loto ite polotieki Ate fakagasuega o tino mo kope e se aofia I konei Ate feagaiga tela ne

apparent that there may be some issues concerning the arrangements for use of the land for the airport. A court case last year found that there are no formal arrangements for use of the airport land and no formal mechanism to guarantee compensation payments. As a result, the GoT issued a Compulsory Crown Acquisition of Land notice on 19<sup>th</sup> December 2014 (Cap 46.05 2008).

The WB's policy on Involuntary Resettlement requires that the arrangements for the use of airport (and road) land be clarified before works can continue. To this end, the TvAIP has commissioned the preparation of an Abbreviated Resettlement Action Plan (ARAP) to document the history of the land ownership and leasing arrangement associated with the Funafuti airport. The ARAP will need to detail the means by which compliance with the World Bank's Involuntary Resettlement Policy (OP 4.12) will be achieved, including payments of any compensation.

Part of the process for documenting the land arrangements requires us to consult with you, the landowners, about any issues, concerns or requirements surrounding the project. We therefore would like to request you attend a project meeting at Tausoa Lima on Thursday 2<sup>nd</sup> April at 9:00 am to discuss the project and your views. We will also invite representatives from Home Affairs, Attorney general's Office, and the Lands Department to act as resource persons to clarify information if needed.

Venue: Tausoa Lima Falekaupule  
Date: Thursday 2<sup>nd</sup> March 2015  
Time: 9:00 am  
Morning Tea will be provided.

Attached to this letter is a survey questionnaire that we will use to identify the issues more fully. Your privacy will be respected and your name will not be associated with any of the information you give us. Please complete this survey with

fakatuu ite 2013 mo fakamaseiga kola ka isi i taimi ote fakatutuga.

Kae mai tafa iei e maua atu me ka isi ne fakalavelave mai manafa ki tulaga loa kite fesokotakiga kite fakaogaga o manafa mote eapoti Mai ise fonofakatagi e tasi ne matea atu io mene iloa atu iei me sei loa ne feagaiga fakapatonu kite fakaogaga o laukele ite malae vakalele nete Malo sei foki ne fakatalitonuga me tau o togi a laukele ite malae vakalele. Tena ne ala iei o fakatoka nete Malo se Compulsory Crown Acquisition of Land ite masina o Tesema 2014 (cap 46.05 2008)

Tenei ne ala iei ate WB o fai sena manakoga ke fai se suksesugega fakalei ki manafa konei e fakaoga kite eapoti mo auala ke maeaea fakalei koi tuai o fakasoko a galuega. Tenei ite vaitau nei ate polotieki TvAIP ko fakatalia ne ia ke fai se ARAP - Abbreviation Resettlement Action Plan ke fakamau iei tulaga ki luga I manafa konei e too ki loto ite eapoti mose tala fakasolopito o manafa konei me kooi a tino io latou a manafa io me nea foki a fakatokaga kite lisiiga o manafa konei. Ate ARAP tenei e tau loa o olotasi mote manakoga ate WB kae ke maina fakalei a tino fai manafa iei pela foki te togiga o laukele io me kope kola e tau o togi me ka pokotia ite polotieki tenei

Tena la te feitu taua e tasi e tau o fakataua I konei ite fakamaeaeaga te fakaogaga o manafa e tau loa o sautala te kau ote polotieki mo tino fai manafa ki pokotiaga mo fakalavelave kola ka mafai o sautalagina ke iloa atu kola ka pokotia foki iei te polotieki. Tela la se leo fakaaloalo kite lua malu tino fai manafa ke mafai o fakatasi mai kite fonotaga tela ka fai ite Tausoalima ite Asofa po 2 o Apelila ite 9am ka mafai iei o logo atu I otou manatu mo faitioga kite polotieki Ka isi foki ne tino ka kaufakatasi mai kite fonotaga mai ite Minisituli o Malo o Fenua, Ofisa ote Tulafono, Ofisa mai te L Laumanafa & Savea, mo nisi tino aka kola ka aofia pela mene tino fesoasoani ki mataupu ka faipatigina mafai e manakogina se fesoasoani

Koga: Tausoa-Lima Falekaupule  
Po masina : Asofa 2 o Mati 2015  
Taimi: 9:00am  
Tea: ka fakatokagina

Ka isi se pepa faopopo tenei ka fakapiki tasi atu mote tusi tenei se tama savea foliki fua tela ka manakogina fakamolemole ke faitau koutou mote otou kaitasi kiei kae tali a fesili kona iei ke mafai o maua ne fakamatalaga mai ia koulua kola ka mafai o fesoasoani

your kaitasi and return it to us at the meeting.

We look forward to discussing the project with you.

With sincere thanks / Fakafetai lasi,

ke lagona atu a manatu mo mafaufauga o koutou ki tulaga ote polotieki kae ke iloa ne koulua me seai loa ne igoa ose tino ka fakaoga io me fakailoa ite lipoti ko otou manatu e fakataua kii loa I konei

Fakamoemoega maluga ke kaufakatasi mai koulua kite fonofono ke mafai iei o lagona atu otou leo maise ko manatu mo mafaufauga o koutou mote polotieki

Mr. Taukave Poolo, Acting Permanent Secretary for Communications and Transport  
Mr Taukave Poolo ---Sui Failautusi ite Minisituli o Fesokotakiga mo Ololomalaga

## 11.4 SURVEY QUESTIONNAIRE



# Plotieki Atiakega ote Malae vakalele o Tuvalu Tuvalu Aviation Investment Project (TvAIP)

Note: The spaces provided in the original survey instrument have been reduced here to save space.

### ***Landowner / Kaitasi Survey March 2015***

Fesili / General			
1. Po masina ne tali iei te savea   Date survey completed:			
2. Tou Igoa   Your name:			
3. Igoa ote Kaitasi   Name of Kaitasi:			
4. Tokofia a tino ite ote otou Kaitasi? / How many people in your kaitasi?	Tagata Males:	Fafine Females:	
5. Mata e isi ne tino ite otou kaitasi e se katoatoa? / Do you have any vulnerable people in your kaitasi? (elderly, women and children, persons living with disabilities)	<input type="checkbox"/> Ao Yes <input type="checkbox"/> Ikaai No	6. Kafai e isi tokofia? / How many vulnerable?	
7. Mata e isi ne ou manafa ite malae vakalele / Do you own land in the area of:	<input type="checkbox"/> Malae vakalele Airport   <input type="checkbox"/> Auala Roads   <input type="checkbox"/> Nisi koga aka Elsewhere (fakasao katoa mafai e tau)/(tick all that apply)		
Manafa ite Malae vakalele / Airport Land			
8. Mata e isi ne fakanofoga nei kite liisi ki manafa o koe ite <b>malae vakalele</b> ? / Is there an active lease agreement for your <b>airport</b> land? (NA= se fakaogaga; ?? se iloa tonu) (NA=Not applicable; ??=Not sure)		<input type="checkbox"/> Ao Yes   <input type="checkbox"/> Ikaai No   <input type="checkbox"/> NA   <input type="checkbox"/> ??	
9. Pefea te leva ote liisiga? (tausaga) / How long is the lease? (yrs)		10. Po masina e oti iei te liisiga / Expiry date:	
11. Mata e isi ne au faitioga io mene fakalototluaga kite fakatokaga o manafa ite <b>malae vakalele</b> ? / Do you have any concerns about the <b>airport</b> land arrangements?		<input type="checkbox"/> Ao Yes   <input type="checkbox"/> Ikaai No	
12. Fakamolemole fakamatala katoa ou manatu mo faitioga kite mataupu tenei / Please describe your concerns in as much detail as possible:			
13. Mata ate fakatokaga mo manafa ite <b>Malae vakalele</b> ne tuku matala atu kite otou kaitasi? / Was the arrangement for the <b>airport</b> land voluntary on your (kaitasi) part?		<input type="checkbox"/> Tuku matala-Voluntary <input type="checkbox"/> Seai se iloa-Involuntary	
14. Fakamolemole fakamatala / Please explain:			
15. Mata e isi ne ou pokotiaga /sene tau o maua mai ite fakaogaga o tou manafa mo faite <b>Malae vakalele</b> ? / Have you lost any assets / income as a result of the use of your land for the <b>airport</b> ?		<input type="checkbox"/> Ao Yes   <input type="checkbox"/> Ikaai No	
16. Fakamolemole fakamatala / Please describe, explain:			
Manafa I auala / Roads Land			
17. Mata e isi se fakanofoga kite liisiga otou manafa konei I <b>auala</b> ? / Is		<input type="checkbox"/> Ao Yes   <input type="checkbox"/> Ikaai No	

there an active lease agreement for your <b>roads</b> land? (NA= se fakaaoga; ?? se iloa tonu) (NA=Not applicable; ??=Not sure)		<input type="checkbox"/> NA   <input type="checkbox"/> ??
18. Pefea te leva ote liisiga? (tausaga) / How long is the lease? (yrs)		19. Po masina e gata iei te liisiga: / Expiry date:
20. Mata e isi ne otou faitioga ki manafa konei e fakaoga ki <b>auala</b> ? / Do you have any concerns about the <b>road</b> land arrangements?		<input type="checkbox"/> Ao Yes   <input type="checkbox"/> Ikaai No
21. Fakamolemole fakamatala ou manatu mo faitioga katoa mo te feitu tenei / Please describe your concerns in as much detail as possible:		
22. Mata ate fakatokaga ki manafa konei ite <b>auala</b> ne tukumatala ki kaitasi ? / Was the arrangement for the <b>road</b> land voluntary on your (kaitasi) part?		<input type="checkbox"/> Tuku matala-Voluntary <input type="checkbox"/> Seai se iloa-Involuntary
23. Fakamolemole fakamatala / Please explain:		
24. Mata e isi ne pokotiaga /mea tau sene mai manafa konei e fakaoga ki <b>auala</b> ? / Have you lost any assets / income as a result of the use of your land for the <b>roads</b> ?		<input type="checkbox"/> Ao Yes   <input type="checkbox"/> Ikaai No
25. Fakamolemole fakamatala / Please describe / explain:		
Polotieki sao katoa / Project overall		
26. Sea nei tau fakatau ite vai tau nei, Sea nei te mea e tau o fai mo manafa kola ite Malae vakalele pela foki te Auala? Fakamolemole fakamatala likiliki ou manatu / If not what it is now, what should the land arrangements be for the airport and roads? Please describe in detail:		
27. Mafai e isi ne ou manatu fia faopopo io mene pokotiaga fia sautalagina? / Any other comments or suggestions?		

Fakafetai lasilasi kii mo tou taimi fakavanoa o tali a fesili ite savea. Ko otou manatu ka fakaoga mo fakafaigofie kiei ate fakatelega ote polotieki kite fakaleiga ote Malae vakalele kae ka see mafai o fakaoga pela mene fesekotakiga ite vaa ote tino faimanafa mote te Malo.

Thank you very much for taking the time to complete this survey. The information you provide will ONLY be used for planning purposes and in no way represents any commitment or agreement on the part of landowners or the GoT.

## 11.5 POWERPOINT PRESENTATION FOR GOVERNMENT STAKEHOLDERS



### GOT & WORLD BANK

ARAP: Documenting the history of land ownership and leasing arrangements associated with Funafuti Airport

ARAP=Abbreviated Resettlement Action Plan

### 1. WB Policy

Involuntary resettlement may cause severe long-term hardship, impoverishment, and environmental damage unless appropriate measures are carefully planned and carried out. For these reasons, the overall objectives of the WB's policy on involuntary resettlement are the following:

- (a) Involuntary resettlements should be **avoided**
- (b) Where can't be avoided, resettlement activities **as sustainable development programs**, providing sufficient investment resources to enable persons displaced to share in project benefits. Includes consultation & participation in planning and implementing resettlement programs.
- (c) **Displaced persons should be assisted** in their efforts to improve their livelihoods and standards of living

### Required measures:

- ❑ Resettlement Policy has been prepared, but it did not cover the Compulsory Crown Acquisition of 19/12/14
- ❑ RP had to inform, consult, offer choices and/or provide compensation; provide assistance if relocation needed
- ❑ particular attention paid to the needs of vulnerable groups
- ❑ Requires planning, implementation & monitoring
- ❑ May include assistance to GoT to implement resettlement
- ❑ Resettlement instruments include: **Resettlement Plan, Resettlement Policy Framework, Process Framework**

### Timing

- ❑ **Acquisition Dec 2014:** Minister intends to enter into possession of the lands on the date of this notice, this being necessary for the public purpose and directs that proprietors yield up possession of the said lands.
- ❑ **Act provides:** The Minister may direct the person(s) to yield up possession after the expiration of the period specified in the notice, which **shall not be less than 6 months**, unless the land in the opinion of the Minister is **urgently required** for the public purpose.
- ❑ Notice given 19 Dec 14 with 1 month for responses.

### Purpose of Meeting

1. WB Policy & Act 46.05 - Clash between WB policy and current arrangements?
2. Clarifying the history to date
3. Need for an Abbreviated Resettlement Action Plan (ARAP) to clarify issues, if any
4. **What ARE the issues we need to focus on?**
5. Meeting with Matai on Wednesday

### Includes:

- ❑ Relocation & loss of shelter
- ❑ Loss of assets or access to assets
- ❑ Loss of income / livelihoods

Applies when:

\* Any projects funded by the WB; \* Necessary for it to achieve its objectives; or \* Are carried out at the same time as the project

### Compulsory Crown Acquisition of Land Act Cap 46.05 (2008)

- ❑ **Section 5 (Schedule) of the Crown Acquisition of Lands Act on 19<sup>th</sup> December 2014**
- ❑ **Not clear how many people involuntary / affected**
- ❑ **Conditions of acquisition**
  - "Absolutely" (permanently?)
  - Lease? Purchase? Other?
  - If lease for how long (25, 99 years, other?)



### 2. History (as we know it)

1. 1983: Initial 20 yr Airfield Acquisition Order expired & Cabinet made another Order for 99 yrs
2. 1984: New Cabinet decision reducing 99 yrs to 25 yrs for Airfield
3. 1990: Parliament proclamation to reduce all 99 yr leases, including Acquired lands to 25 yrs
4. 1992: Proclamation into effect (1/9/92)
5. 2009: Expiry of Airfield Acquired lands
6. 2009+: Compensation maintained
7. Acquired land leases will expire 1/9/17, GoT will renegotiate Jan 2016
8. New Acquisition Order 19/12/14
9. Payments due 1/4/15 but WB cannot proceed till formal process to ensure leases paid and RFP provisions followed
10. What is new Act?
11. Need ARAP based on RFP + public consultations

### 3. Need for ARAP

#### Abbreviated Resettlement Action Plan

To meet WB requirements for Social Safeguards

- ❑ Introduction
- ❑ Census Survey and Asset Inventory – Lands?
- ❑ Valuation of Assets – Lands?
- ❑ Compensation and Assistance – Schedules from Lands?
- ❑ Consultations – Meeting Wednesday for their views
- ❑ Implementation – Ministry/Depts involved?
- ❑ Grievance Redress Mechanism – Lands+...?
- ❑ Monitoring Arrangements – Suggestions?
- ❑ Timetable – Stop work on 7<sup>th</sup> April
- ❑ Budget and Financial Arrangements

### What forms of Compensation paid?

- ❑ Land
- ❑ Property including buildings, pigpens, trees etc?
- ❑ When
- ❑ Under what conditions?

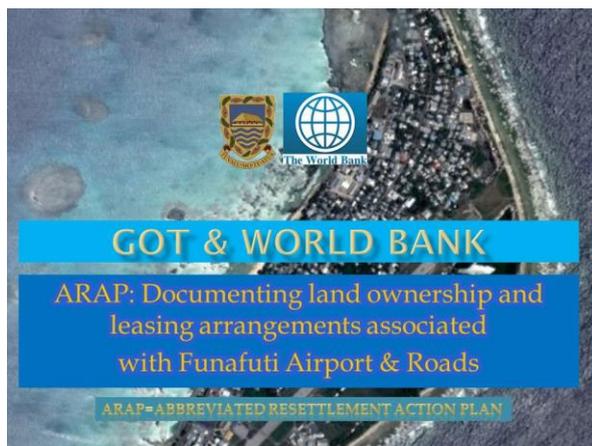
### 4. Issues? Any Claims? / High Court?

- ❑ ANY PERSON claiming to have any right or interest in the said land is required within 1 month from the date of this notice to send to the Minister a statement of his right and interest supported with evidence thereof, and of any claim made by him in respect of such right or interest.
- ❑ Was this to establish rights or to hear complaints?
- ❑ Were there any?

### 5. Meeting Landowners

- ❑ Do you know of any problem(s)?
- ❑ If there is:
  - What do you think we should focus on?
  - What mechanisms should be put in place to ensure the project? Short and long term?

## 11.6 POWER POINT PRESENTATION FOR LANDOWNERS



### Purpose of Meeting

1. WB Policy requires we **meaningfully** consult with you: TvAIP is on **your** land
2. Need for an Abbreviated Resettlement Action Plan (ARAP) to clarify issues, if any
3. Seek your views on any issues relating to the project: What are they?
4. Clarifying the history to date (**Lands**) and status now (**AG's Office**)



### Reason

- ❑ On 7<sup>th</sup> April the WB will have to issue a stop-work order to the TvAIP Contractor unless there is a formal arrangement in place with you
- ❑ This will be costly to the Government and therefore to the people of Tuvalu
- ❑ But your concerns and needs must also be met
- ❑ So this meeting is to consult with you and find out what your needs are.



### WB Policy

Involuntary resettlement may cause severe long-term hardship, impoverishment, and environmental damage. For these reasons, the overall objectives of the WB's policy on involuntary resettlement are the following:

- (a) Involuntary resettlement should be **avoided**
- (b) Where can't be avoided, sufficient investment resources to enable persons displaced to **share in project benefits**.
- (c) **Displaced persons should be assisted** in their efforts to improve their livelihoods and standards of living




### What is involuntary resettlement?

- ❑ Relocation & loss of shelter
- ❑ Loss of assets or access to assets
- ❑ Loss of income / livelihoods

Applies when:

- Any projects funded by the WB;
- Necessary for it to achieve its objectives; or
- Are carried out at the same time as the project

### ARAP

**Abbreviated Resettlement Action Plan**  
 To meet WB requirements for Social Safeguards

- ❑ As landowners we need to hear your views on the use of the land at the airport. That includes:
- ❑ Consultations:
  - Meeting today
  - Feedback survey form
- ❑ Grievance Redress Mechanism:
  - What would you like to see to have grievances heard?






**11.7 NOTICE FOR THE COMPULSORY CROWN ACQUISITION OF THE AIRPORT LAND 19  
DEC 14**

Compulsory Crown Acquisition of Land

CAP.46.05 Notice 1



Tuvalu

**COMPULSORY CROWN ACQUISITION OF LAND**

GN 30 /2014

**MADE UNDER SECTION 5 OF THE CROWN ACQUISITION OF LANDS  
ACT**

Commencement [Date]

**1 Citation**

This Notice may be cited as the Compulsory Crown Acquisition of Land.

**2 Funafuti Airfield**

NOTICE is hereby given that the following land being the whole of that area known as the Funafuti Airfield (comprising 50.5 acres more or less) situate at Funafuti and measuring 5500 feet in length and 400 feet in width are required by the Minister for public purposes absolutely.

IN THE OPINION of the Minister for Natural Resources, these lands are urgently required for the maintenance of safe and efficient air transportation, which is deemed a public purpose.

ANY PERSON claiming to have any right or interest in the said land is required within 1 month from the date of this notice to send to the Minister a statement of his right and interest supported with evidence thereof, and of any claim made by him in respect of such right or interest.

AND NOTICE is also hereby given that the Minister intends to enter into possession of the said lands forthwith on the date of this notice, this being necessary for the public purpose specified above and directs that proprietors yield up possession of the said lands forthwith.

ANY PERSON who shall wilfully hinder or obstruct the Minister or any other person duly authorized by the Minister from entering upon or taking possession of

Tuvalu 

GN \_\_\_\_/2014

Page 1

or using the lands, shall be liable to imprisonment for 3 months and to a fine of \$200.

Dated this 19<sup>th</sup> day of DECEMBER, 2014.



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Hon. ELISALA PIITA  
Minister of Natural Resources

## 11.8 SIGNED MEMORANDUM OF AGREEMENT (MOA) PREPARED BY AG'S OFFICE

Prepared 1 April 2015; Updated 2<sup>nd</sup> April 2015; Signed 2 April 2015.

1

### **MEMORANDUM OF AGREEMENT**

### **FEAGAIGA MOTE MALAE VAKALELE**

#### **I. PARTIES**

##### **TINO FAI FEAGAIGA**

This Memorandum of Agreement (herein referred to as the MOA) is entered into between the Funafuti Airfield Landowners (herein referred to as the 'Landowners') and the Government of Tuvalu (herein referred to as the Government) represented by the Secretary of Natural Resources.

*E aofia i loto ite feagaiga tenei a tino fai manafa ite Malae vakalele o Funafuti fakatasi mo te Malo o Tuvalu, telaa ka suigina nete Failautusi o Maumea Tootino.*

#### **II. PURPOSE**

##### **POGAI OTE FEAGAIGA**

For the purposes of this Memorandum of Agreement (MOA), the Landowners agree to let and the Government agrees to take and use the Funafuti Airfield (measuring 5,500 feet in length and 400 feet in width) for the maintenance of safe and efficient air transportation for public use.

*Ite feagaiga tenei, ka talia iei ne tino fai manafa ite Malae vakalele ke fakaoga ne te Malo ate Malae vakalele o Funafuti (tela e tusa mote 5,500 futu i te loa kae 400 futu te lauefa) mo fakatumau iei te fakagaluegaga mote fakalei atuga o mea tau ololo malaga ite ea mote lei ote Atufenua.*

The purpose of this MOA is to establish an interim arrangement to enable the Government to secure exclusive use and control at the Funafuti Airfield at the agreed lease rate payable to the landowners.

*Te feagaiga tenei se fakanofoga toetoe fua ite vasia ote Malo Tuvalu mo tino fai manafa ote malae vakalele e fakamautinoa iei te fakaoga katoatoa nete Malo ate malae vakalele o Funafuti kite togi telaa kooti ne taliagina fakatasi mo tino fai manafa.*

#### **III. INTERPRETATION**

##### **FAKAMATALAGA O PATI**

"Funafuti Airfield" has the same meaning as expressed in the declaration of controlled area made under section 5 of the Aerodrome and Air Navigation Act (GN 4/1984).

*"Te Malae Vakalele o Funafuti" e tau o pau tena fakamatalaga pela mote fakamatalaga i loto ite Fakapulaga 4/1984 (GN4/194) ate Malo.*

#### **IV. LEGALLY ENFORCEABLE**

##### **FAKA TULAFONOGA OTE FEAGAIGA**

This MOA shall bind all parties to the Agreement.

*Te feagaiga tenei ka sai fakatulafono neia a latou katoa kolaa ka talia kae saina ne latou ate Feagaiga tenei.*

**V. RESPONSIBILITIES OF THE GOVERNMENT**

**TIUTE TAUAVE OTE MALO O TUVALU**

- (a) The Government shall have exclusive use of the lands for the maintenance of safe and efficient air transportation for public use

*Te Malo o Tuvalu kaa fakaoga neia te malae vakalele o Funafuti mo fakatumau iei te fakagaluegaga mote fakalei atuga o mea tau ololo malaga ite ea mote lei ote Atufenua.*

- (b) The Government shall pay the land rentals to the landowners at the existing agreed rate of \$3,000 per acre on a yearly basis

*Te Malo o Tuvalu ka toggi atu neia ki tino fai manafa ote Malae vakalele se aofaki tupe tela kooti ne faka feagaigagina i tausaga ko teka, telaa kote \$3,000 ite eka i tausaga takitasi.*

- (c) The Government shall pay the lands rentals to all landowners not later than 1<sup>st</sup> April of each calendar year. All land rentals shall be on time without any further delay.

*Te Malo o Tuvalu e tau o togitupe neia a tino fai Manafa ite Malae vakalele ite poo 1 Apelila i tausaga takitasi. E tau mote Malo o Tuvalu o togitupe neia a tino fai manafa ote Malae vakalele ite taimi tonu, kae seai se talimuli kiei.*

- (d) The Government shall not remove any part of the land, without the consent of the landowners, which consent shall not be unreasonably withheld.

*Te Malo e see tau o tapale neia se vaega ote laukele ote malae vakalele e aunoa mose taliaga ate tino faimanafa tela a tena taliaga e se tau o sona taofi e aunoa mose pogai tau.*

**VI. DUTIES OF LANDOWNERS**

**TIUTE TAUAVE O TINO FAI MANAFA**

- (a) At the commencement of this Agreement, the Landowners shall yield up all possession of the Funafuti Airfield to the Government

*Ite taimi e saina iei te Feagaiga tenei, e tau mo Tino fai manafa ote Malae vakalele o ave katoatoa ne latou te saolotoga kite Malo o Tuvalu, ke fakaoga ne latou te Malae vakalele o Funafuti kite fakaleiga o mea tau ololo malaga ite ea.*

- (b) The Landowners shall not interfere or attempt to interfere with any activities undertaken by the Government on the Funafuti Airfield

*Ite taimi e nofo iei mote Malo o Tuvalu ate saolotoga o fakaoga te Malae vakalele o Funafuti, e tau o seai se tino fai manafa ite Malae vakalele e fano o fakalavelave io me taumafai o fakalavelavegina neia sose polotieki io mene galuega fai ate Malo o Tuvalu i luga ite Malae vakalele o Funafuti.*

(c) The Landowners shall comply with any or all conditions as stipulated under this MOA

*A tino fai manafa ite malae vakalele e tau o tautali ki sose fakanofoga tela e fakasino atu mai lalo ote Feagaiga tenei.*

#### **VII. ENTRY INTO EFFECT AND DURATION**

##### **TAIMI KAMATA OTE FEAGAIGA MOTE LEVA OTE FEAGAIGA**

(a) This Agreement will come into force upon signature by both parties

*Te Feagaiga tenei e kamata o fakaoga ite taimi e saina iei nete Malo o Tuvalu fakatasi mo tino fai Manafa ote Malae vakalele*

(b) This Agreement shall last for a period of two years with the expiry date on 31<sup>st</sup> March, 2017 unless earlier revoked or terminated by consent of both parties.

*Te feagaiga tenei ka fakagalue mose leva e 2 tausaga tela te malosi ote feagaiga e tau o oti ite poo 31 Mati, 2017, vaganaa iei e fakaseai io me fakagata tena malosi mai mua ote 2 tausaga ne laua kola e saina ite feagaiga tenei.*

#### **VIII. AMENDMENTS**

##### **FAKAMAFULIFULIGA KITE FEAGAIGA**

(a) This Agreement may be amended at any time provided that both the Government and all landowners herein collectively agree to the amendment (s)

*Te Feagaiga tenei e mafai o fakamafulifuli i sose taimi manafai e talia katoa ne te Malo fakatasi iei mo tino faimanafa katoa a fakamafuliga konaa*

#### **IX. TERMINATION**

##### **FAKAGATAGA OTE FEAGAIGA**

(a) This MOA may be terminated on reasonable grounds, provided both parties have been consulted on the matter.

*Te Feagaiga tenei e mafai fua o fakagata i pogai tau kolaa kooti ne faipatigina ne laua kolaa e saigina nete Feagaiga tenei.*

(b) Either Party may initiate termination of this MOA by giving the other Party at least 2 months written notice of intention to terminate.

*Kafai sose tino ki te feagaiga tenei e manako ke fakagata neia te Feagaiga, e tau moia o fakailoa e ala ise tusi kite sua tino ote feagaiga tenei a tena manakoga o fakagata te Feagaiga, e 2 masina mai mua ote taimi telaa e manako ke fakagata iei te Feagaiga.*

(c) Where parties cannot agree to the termination of the Agreement, the matter shall be determined by a court of law

*Kafai e see mafai o talia nete Malo o Tuvalu fakatasi mo tino fai manafa o Tuvalu ke fakagata te Feagaiga tenei, e tau o ave ki te fono tulafono ke mafai o fai neia se ikuga*

**X. OTHER MATTERS****NIISI FAKANOFONOFOGA**

- a) The parties will endeavor to reach an agreement on a long-term leasing arrangement before the expiration of the MOA.

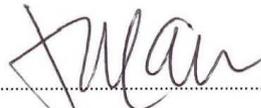
*Ite vai tau tenei e fakagalue iei te Feagaiga tenei a koi tuai foki o oti te malosi ote Feagaiga tenei, ka taumafai a te Malo fakatasi mo tino Faimanafa ote malae ke fakatoka fakalei se Feagaiga liisi ite vasia o laua mose taimi e leva kae tumau*

- b) This MOA is without prejudice to the positions of the Government and Landowners in the negotiation of a leasing arrangement beyond the expiration of this MOA.

*Te Feagaiga tenei ka see fapito ki luga i tulaga ote Malo o Tuvalu mo Tino Faimanafa ite toe taumafaiga latou ke fakaliu liisi ate tulaga ote malae vakalele.*

Signed at the Tausaalima Falekaupule this 02<sup>nd</sup> day of April 2015

*Ne saigina te Feagaiga tenei ite Tausaalima Falekaupule ite poo 02 o Apelila, 2015.*



**GOVERNMENT OF TUVALU**

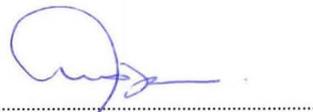
**MALO O TUVALU**

Witnessed by:-



**FAATASI MALOLOGA**

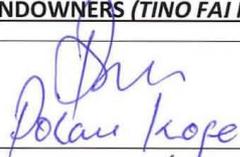
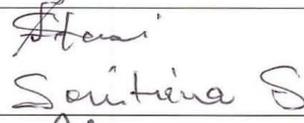
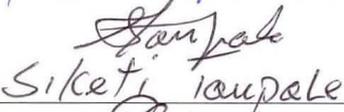
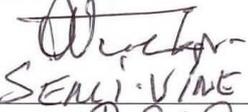
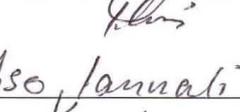
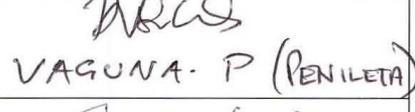
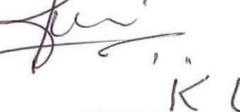
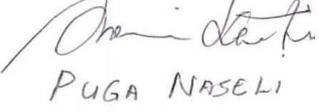
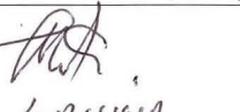
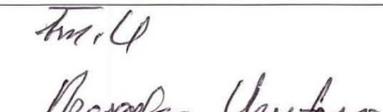
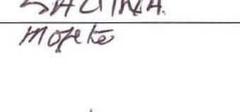
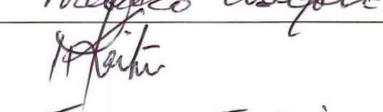
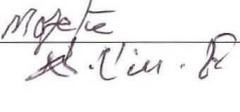
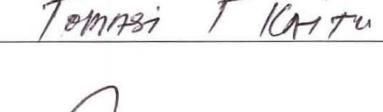
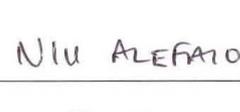
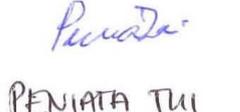
**Director of Lands (Pule o Laumanafa mo Savea)**

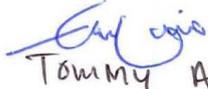
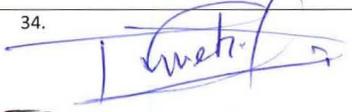


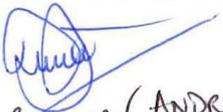
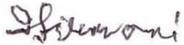
**AOGA KOFE**

**Landowners Legal Adviser (Loia)**

**LANDOWNERS (TINO FAI MANAFA):**

1.  DOLAU KOPE	2.  SAUTINA S
3.  SAMPAL SIKETIA KOUPALE	4.  SEALI VINE
5.  ASO IANNATI	6.  VAGUNA P (PENILETA)
7.  K LATASI	8.  PUGA NASELI
9.  LACINA	10.  MARGO UARFON
11.  MOPE	12.  TOMAZI T KAITU
13.  NIU ALEFAIO	14.  (KAITU. N)
15.  PENIATA TUI	16.  KAKE. KAITU
17.  SEMELI MANASE	18.  MAIMOAGA. M

19.  SIADOS FINIKI	20.  SIADOS FINIKI (VATUOE)
21.  LAINA. MIKA (MANIPOLA)	22.  LITA. FALOGA (FEPUALI)
23.  SIKETI. TAUPALE (MAGANA)	24.  IOSIA APELU.
25.  (KAVALE) LETAIO. TEKITA)	26.  IOASA TILAIMA
27.  PENIAMINA TEVATI	28.  SATALAICA MISILUSI
29.  MATAIO O'BRIEN (TAUFANA)	30.  TOMMY ALEFANO
31.  MESAKO USUFANO (NANANA)	32.  SEANDA OPETA
33.  MALLA O'BRIEN	34.  TOMA LIVETI

<p>35.</p>  <p>TUI PENIASI</p>	<p>36.</p>  <p>KAUAPI. LUTELU. SALANDA.</p>
<p>37.</p>  <p>ANDREW JONATANA (PULU FENUA)</p>	<p>38.</p>  <p><del>PELE</del> GALAU TOARIPI</p>
<p>39.</p>  <p>MARAO TALAMONI (SILVIAIGA VITOLI)</p>	<p>40.</p>  <p>PUAVA. LALUA (ALOSETA)</p>
<p>41.</p>  <p>ENE. SIALE (FIU UOLI)</p>	<p>42.</p>  <p>SAMUELU SELUONA (ANDREW JONATANA)</p>
<p>43.</p>  <p>PULAFAGU TOAFA (PENIPELETE)</p>	<p>44.</p>  <p>SIOSEPE TED (TED PASEFIKA)</p>
<p>45.</p>  <p>KALEPOU TILI (JOSEFA ELISATA)</p>	<p>46.</p>  <p>MATALAFA. SASALA (SALAIN)</p>
<p>47.</p>  <p>FALAIMA. NATANO (FAGINTA)</p>	<p>48.</p>  <p>IETI. FILIMONI (PELE)</p>
<p>49.</p>  <p>FOUPULA. ALOTU. (NUSI)</p>	<p>50.</p>  <p>NIA. TANIELA. (LUKI TANIELA)</p>

<p>51.</p> <p><i>Kaio</i>  MANATA KAIO (SMUNIGA KAIO)</p>	<p>52.</p> <p><i>Ata Taape</i>  ATA TAAPE (NAOMI ELISALA)</p>
<p>53.</p> <p><i>Viliamu Liveti</i>  VILIAMU LIVETI (OLEPA LIVETI)</p>	<p>54.</p> <p><i>Kausele Kuisami</i>  KAUSELE ROPER (LIUNI TINILAU)</p>
<p>55.</p>	<p>56.</p>
<p>57.</p>	<p>58.</p>

## **11.9 PROCESS FOR CONSULTATIONS AND RENEWAL OF ALL GOVERNMENT LEASES DUE TO EXPIRE IN 2017**

The Government of Tuvalu has begun planning for the renewal of leased and acquired lands, all of which are due to expire on 1<sup>st</sup> September 2017. This includes the airport lands recently secured through the MOA signed on 2<sup>nd</sup> April 2015 (see Annexe 11.8).

Starting in early 2016, GoT will establish a dialogue with all landowners on all islands of Tuvalu from whom it has leased lands for government use (all islands except Nukufetau). This allows for a 'grace period' of around 20 months before the existing arrangements expire. At that time, GoT and landowners will meet to review conditions, negotiate and agree on new lease agreements, bringing all previous agreements into alignment. The agreements will be governed by the Native Lands Act 2008 (GOT, 2008e). Consultations will require visits to all relevant islands, and in preparation, Cabinet will be informed of the process in 2015.

The main agencies that will be involved in the process include the Ministry of Natural Resources (especially Departments of Lands and Survey), the Attorney General's Office, the Ministry of Home Affairs and Rural Development (MHARD), Office of the Prime Minister (OPM) and other ministries that may express an interest. The Kaupule and Falekaupule will represent the interests of landowners. The results of the landowner meetings will be aired on radio Tuvalu ensuring that the public is informed along the way, and landowner meetings will be open to the public.

A grievance mechanism for the lease negotiations will include the ability for people to contact their Member(s) of Parliament, the Ministry of Natural Resources or the Office of the Prime Minister.

Director of Lands & Survey  
10<sup>th</sup> Aril 2015

## 11.10 GOVERNMENT COMPENSATION RATES FOR TREES AND PLANTS

Tree	Description	Rate AUD	Conditions
Coconut	Bearing	50	Well spaced and managed
Coconut	Non-bearing with trunk	20	Well spaced and managed
Coconut	Seedling without trunk	10	Well spaced and managed
Coconut	Bearing	40	
Coconut	Non-bearing with trunk	10	
Coconut	Seedling without trunk (new)	1	
Banana	Shoot	5	
Banana	Mat (max 5 shoots)	20	
Banana	Stem	12	
Breadfruit	Bearing tree	40	
Breadfruit	Non-bearing >3m	20	
Breadfruit	Seedling <3m	5	
Pandanus	For timber and fruits	40	
Pandanus	Leaves and fruits	20	Not big enough to provide valuable pole
Puka	Large tree	40	Enough for a canoe
Kanava	Large tree	40	Enough for a canoe
Fetau	Large tree	40	Enough for a canoe
Puka	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Kanava	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Fetau	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Fao	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Milo	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Gasu	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Valovalo	Tree >=15cm diam at 1m ht	10	Not suitable for canoe construction
Tausunu	>3ft	5	
Tausunu	1-3 ft	1	
Felo	Fruit or flower-bearing tree	10	
Felo	Non-bearing (new) tree	3	
Tiale	Fruit or flower-bearing tree	10	
Tiale	Non-bearing (new) tree	3	
Pateta	Plant or mound	1	
Kumala	Plant or mound	1	
Taamuu	Plant or mound	1	
Pulaka	Shoot <=3ft	8	
Pulaka	Shoot >4.3ft	16	
Talo	Plant	8	
Pawpaw	Bearing tree	5	
Pawpaw	Non-bearing	2	
Laukatafa	Plant >3ft	2	
Laukatafa	Plant 1-3 ft (new)	1	
Gie	Plant >3ft	2	
Gie	Plant 1-3ft (new)	1	
Pumpkin	Bearing plant	2	
Pumpkin	Non-bearing plant	1	
Nonu	Bearing tree	2	
Nonu	Non-bearing tree	1	
Togo	Tree	3	

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