

**COOK ISLANDS IMPROVING CONNECTIVITY FOR THE SOUTH PACIFIC**  
**DUE DILIGENCE REPORT ON INVOLUNTARY RESETTLEMENT**  
**Rarotonga and Aitutaki, Cook Islands**  
**21 October 2016**

**I. Introduction**

1. The purpose of the due diligence report (DDR) is to determine the status of landownership in the proposed sites and to identify potential involuntary resettlement impacts, and to plan appropriate measures to mitigate any potential impacts, if any. Also, the DDR documents the consultations held with key stakeholders, their concerns and recommendations as well as measures how to address them during project implementation, based on the ADB Social Policy Statement (2009) and the Cook Islands Laws.

2. This due diligence report (DDR) on involuntary resettlement for the above project describes:

- Brief project background;
- Component activities;
- Current status of land ownership or use; and
- Identification of land requirement for sub-project components and potential issues.

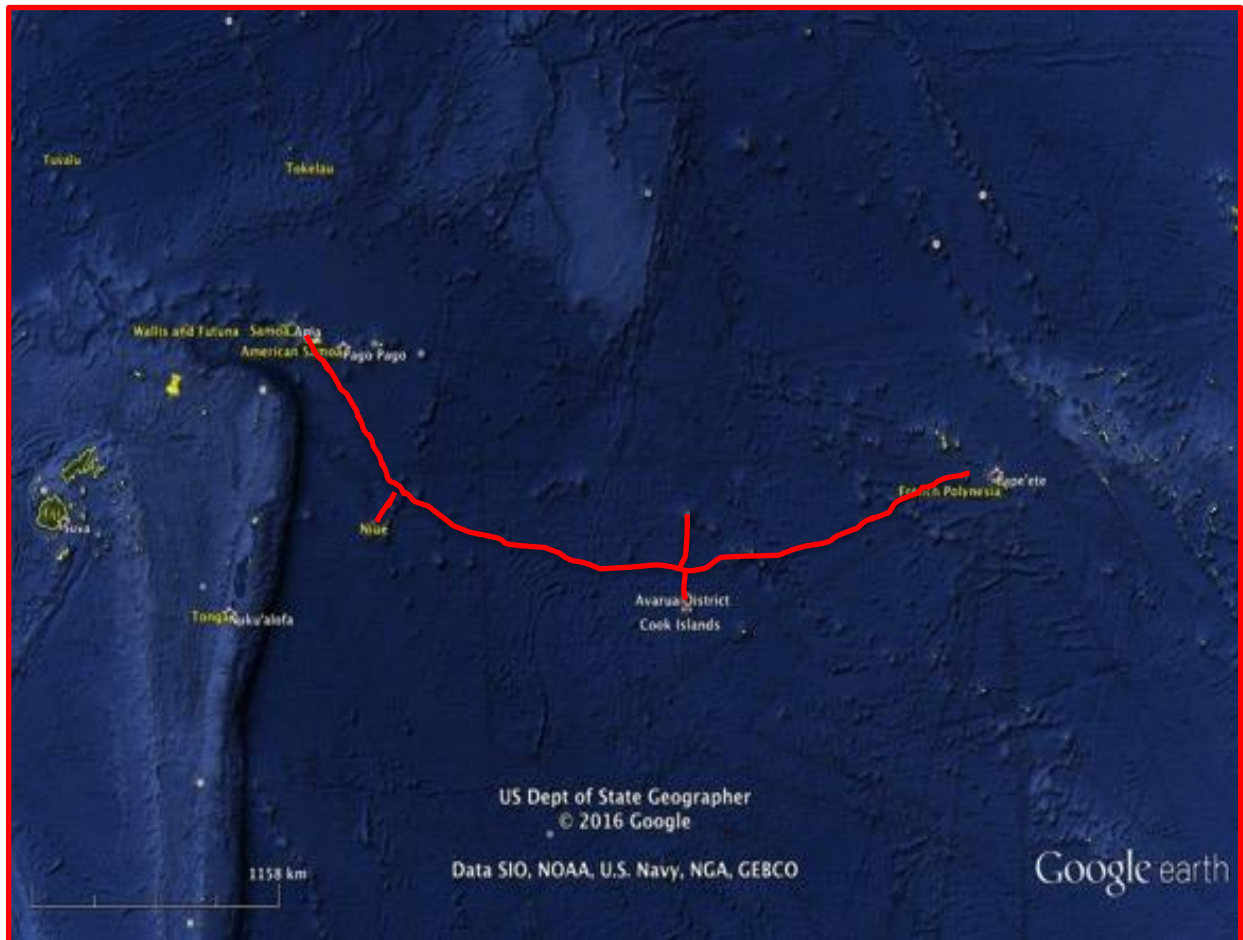
**II. Background and Objectives**

3. The Government of Cook Islands (the government) has requested the Asian Development Bank (ADB) to support a submarine internet cable project. The project will link the islands of Rarotonga and Aitutaki in the Cook Islands and Niue (non-member country) to Samoa and French Polynesia via a regional submarine internet cable (Manatua cable) system. The Government of New Zealand, represented by Ministry of Foreign Affairs and Trade (MFAT), will also provide grant to the government to support the project.

4. The objective of the Cook Islands Submarine Cable Project (the Project) is to provide low cost and high quality internet service. The Project is expected to help Cook Islanders maintain social cohesion among relatives overseas through improved and affordable internet. Also, to promote regional integration by increasing quality and frequency of communications among the countries in the region thus increasing trade in services (tourism and back-office functions) and allowing the region to form a sizeable market for digital products and services. It would also strengthen the existing regional public goods and encourage new ones by allowing countries to share the limited knowledge and human resources available in the Pacific.

5. The Project involves placement of a submarine fiber optic cable link to meet forecast bandwidth demand. The basic infrastructure components will comprise landing facilities and cable stations at either end of the route, with a fiber optic cable (unrepeated) laid on or beneath the sea floor.

6. As part of this broad-based electronic connectivity Project, ADB has provided a technical assistance through TA 8540-REG Pacific Information and Communication Technology Investment Planning and Capacity Development Facility to conduct the environmental and social safeguards studies for the proposed the proposed project in Aitutaki and Rarotonga.



**Figure 1. Approximate location of Samoa-Cook Islands-French Polynesia Fiber Optic Communications Cable**

7. There is only one output for the project: a submarine cable system is installed and operational connecting the Cook Islands to the international internet Submarine through a spur in Rarotonga and Aitutaki.

### III. Methodology

8. Following site visits, face-to-face meeting and focus group discussion government agencies and civil society stakeholders were held by the safeguards consultants. The national government agencies were the Ministry of Finance and Economic Management (MFEM), Office of the Prime Minister (OPM), Gender and Disability Units of Ministry of Internal Affairs, National Environmental Services (NES), and Cook Islands Investment Corporation (CIIC). The civil society stakeholders were represented by church leaders, chiefs (House of Ariki), women leaders, and community members.

9. A half day stakeholders' consultation was also held each in Rarotonga and Aitutaki to confirm support for the project, identify various cable landing site options, discuss issues and

recommendations from individual meetings and conduct focus group discussions. Moreover, consultations with government representatives, particularly with CIIC for confirming status of land ownership and securing land for the project, were also continued after the mission in August 2016.

#### IV. Land Status and Requirement for Project Components and Potential Issues

##### A. Rarotonga Land Requirement

10. In Rarotonga, three cable landing point options were assessed by the government as discussed below: (i) Rutaki main Channel, (ii) Rutaki Passage, then parallel to coast to Rutaki School beach area, and iii) Straight line from reef to just east of the Rutaki School (Figure 2). To minimize land requirement and avoid impact to privately-owned land, Option 2 with a proposed cable landing station on a government leased land, was recommended.

- Option 1: Marine Cable Route 1. This is an alignment that passes straight through the Rutaki Passage and through the small natural channel and directly to shore, across a small strip of private land and then via a manhole buried underground to the Aroa Cable Station. This was not recommended by the social safeguards specialist as this will have impact on a private land.
- Option 2: Marine Cable Route 2. Same as No.1 but follows the shoreline within the intertidal reef flat adjacent and parallel to the land and exiting at the Rutaki School landing site on government leased land to the road. This option was recommended by both social and environmental specialists.
- Option 3: Marine Cable Route 3. This alignment would come directly over the barrier reef directly in front of the Rutaki School then onto the road and to the cable station at Aroa Tapere. This was not recommended by marine specialist as bringing up cable here will damage corals in the area.



Figure 2. Cable landing point Options for the Rarotonga

11. Land requirements in Rarotonga are for a cable landing point, a cable landing station, and a cable route are discussed below.

12. **Cable landing point.** The fiber optic cable landing point (Apii Rutaki School site) is within a government leased land (in perpetuity) including the beach and the graveled road on the side. These are part of the land on a perpetual lease to the Crown from eight native landowners<sup>1</sup> established in 1961 for a public purpose (see attached Deed of Lease in 1961 and Deed of Renewal of Lease for Te Papa Section 91 until 2021). It does not require the acquisition of private land nor entail displacement of people, food gardens, and physical structures. The landing point will require construction of a beach manhole (BMH) along the main road in front of the school, to connect the cable once it reaches land from the marine channel. The marine channel belongs to the Crown from the high-water mark.<sup>2</sup>

13. The initial lease was for 20 years beginning in 1961, renewable thereafter every 20 years. The lease was renewed again by the government in 2001 until 2021. The lease agreement is recorded at the Cook Islands Infrastructure Corporation (CIIC) lands information management system. The government rent is payable annually in advance, effective from 2001 to 2021, to the landowners.<sup>3</sup>

14. **Cable landing station.** The proposed site is on private land leased by the Cook Islands government and managed by the Cook Islands Investment Corporation (CIIC) (*see attached Deed of Lease for Section 83.C Onemaru and Te Mati*) thus does not require acquisition of customary or private land nor entail displacement of people, food gardens and physical structures.<sup>4</sup>

15. The initial lease was established on 1 July 1968 for a term of 60 years from 1968 until 2028. The lease is renewable every 15 years. The government rent is payable yearly in advance in each of the said term. Currently the land is the location of the Telecom's cable station and the proposal is to use the facility to connect the fiber optic cable to the communications distribution network around the island.

16. **Cable route.** The cable will be buried along the existing road leading to the Aroa cable station (approximately 1 km) from the Apii Rutaki cable landing point. On Rarotonga, roads are not public land but are Native Freehold Land, deemed to be in the possession of the Crown for forming, repairing and maintaining the roads. The land which the roads are constructed belong to the adjoining land owners. In general, the Crown/Government is not permitted to lay cables (telecom, power) and pipes (water, sewage) for public purposes under sealed roads without the consent of the landowners. But historically there have not been many problems with this because land of a sealed road cannot be used for other purposes. Legislation might change in 2017 (with existing draft) that the Crown/ Government may lay cables for services under the road without the consent of landowners. Consultations with the Chiefs and other key leaders in Rarotonga highlighted the need for the government to secure support from the landowners. In

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<sup>1</sup> The lease for 4 acres of land established in 1961 (for public purpose), allowed for the construction of a public school in the community. The lease was renewed in 2001 for another 20 years until 2021)

<sup>2</sup> Cook Island Act 1915 generally categorized lands in the country as: Crown, customary land and freehold. on 91M Arorangi 31 March 2001

<sup>4</sup> The Cook Islands Investment Corporation (CIIC) is a statutory Corporation of the Cook Islands Government. CIIC was established in 1998 to manage Crown assets including land and properties on Rarotonga and the outer islands, and subsidiaries.

response to this recommendation, the government will secure an Easement Agreement from the different landowners along the cable route.

17. The procedures of securing an Easement Agreement through negotiations will be based on the Land (Facilitation of Dealings) Act 1970. These include the following:

- (i) The government making an application to the High Court for a Meeting of Assembled Owners (MOAO);
- (ii) MOAO is summoned by the Registrar of the High Court on receipt of the Application;
- (iii) Quorum - No MOAO shall be deemed to be properly constituted unless at least 5 individuals entitled to vote and representing at least  $\frac{1}{4}$  of the beneficial freehold interest in the land are present during the whole time of the meeting;
- (iv) Any owner may attend and vote at any such meeting whether personally or by proxy appointed by the owner in writing;
- (v) The meeting shall be recorded by an officer of the High Court who will also act as Chairperson of the meeting;
- (vi) Every resolution passed at a meeting of assembled owners must be reduced to writing by the Recording Officer and certified by the Recording Officer as being a correct transcription of the resolution;
- (vii) Any owner or proxy who voted against the resolution may sign a memorial of dissent in the presence of the Recording Officer at any time within 14 days after the date of the meeting;
- (viii) The Recording Officer must, as soon as practicable after the holding of the MOAO, report, in writing, the result of the MOAO to the High Court and deposit a statement of proceedings together with a copy of every resolution and memorial of dissent; and
- (ix) The Resolutions of the MOAO are subject to confirmation by the High Court on application to the Court pursuant to Section 49 of the Cook Islands Act 1915.



**Figure 2. Proposed Rarotonga Cable Landing point, Cable landing Station and Cable Route**

## **B. Aitutaki Land Requirement**

18. On Aitutaki, four landing point options were assessed by the government: (i) End of the old airport, (ii) Arutanga Wharf, (iii) Fisheries Center, and (iv) Reureu Village. Option 2 will be on Crown land but stakeholder's consultations expressed concerns on potential damage to the cable if this will be used as the site is a busy wharf with a prospect for dredging work in the future. Option 4 has been the recommended option since it requires the least private land.

- Option 1 – This alignment would come from the reef of Avamotu Passage to an unsurveyed private land in front of the old airport runway approximately 5 km to the cable landing station. This option will require to cross a strip of private land before reaching the old airport runway, a government-leased land. This is not recommended as there is a proposal to return government-leased land runway to the landowners as this airport has not been used for a long time.
- Option 2- This alignment is in the town center where it would come from the reef and then to Arutanga Wharf. This was not recommended by the cable specialist as the area is a very busy wharf with a prospect of possible dredging works in the future.
- Option 3 – This alignment would also come from the reef of Avamotu Passage next to the Airport (Option 1); similarly, the cable need to cross a strip of private land to reach Fisheries Center, owned by the Crown. The cable will go along the public road for approximately 5 km to the cable landing station. This is not recommended as this would involve private land.

- Option 4 – This alignment will bring the cable in through an additional channel to the south of the wharf entrance on to a private land. This is recommended by both the Island Council and safeguards specialists as this route will pass through a gap in the reef without damaging corals, closer to the cable station (2km), and will only require a shorter easement (45 meters long and 1 meter wide land) of private land.



**Figure 4. Cable landing point Options in Aitutaki**

19. The land requirements for Aitutaki are for a cable landing point, a cable landing station, and a cable route.

20. **Cable landing point.** The proposed landing point is on a privately-owned land. The project will require a rectangular piece of land, about 1 meter wide and a 45-meter-long, to dig a trench and bury the cable once it lands from the seaside. The project will also have to replace an old septic tank to lay the cable. There are no other structures or trees to be affected in the proposed route. It will follow the route of the existing driveway/track used by the landowners and public to access the sea.

21. The government plans to secure an easement by leasing the land through monetary or in-kind payment e.g. replacement of the septic tank, concreting of the driveway after the cable is buried underneath, etc. (Ref to Section V- Action Plan to Secure Easement Through Lease).

22. Consultations were held with the government and civil society including municipal council and the Mayor, in Aitutaki from 25-30 September 2016. They agreed to lead the negotiations with the landowners of the proposed site. The Mayor has also suggested an alternative site if the negotiation with the landowners of the preferred site fails. The CIIC Lands Manager already conducted a land title search and met with the landowners of the proposed site from 25-30 September 2016 to ascertain their willingness to lease a piece of narrow land for

the cable. From the initial discussion, the landowners are open to provide an easement to the government for the cable project. Indicative compensation for the easement agreement includes provision for the repainting of the village hall.

23. **Cable landing station.** The project will utilize the existing Telecoms cable station located on the same land as Aitutaki Hospital. The site is a government leased land for telecommunications for 60 years since 1 October 1967 to 2027 (Takapora Section 258 Arutanga). (Deed of Lease is attached).

24. **Cable route.** From the cable landing site in Reureu Village, the cable will be buried along the existing road leading to the cable landing station (approximately 2 km). Similar to Rarotonga, roads in Aitutaki are not public land, but are Native Freehold Land, legally proclaimed as roads deemed to be in the possession of the Crown to construct, repair and maintain. The roads belong to the adjoining landowners. In general, the Crown/Government is not permitted to lay cables (telecom, power) and pipes (water, sewage) for public purposes under sealed roads without the consent of the landowners. But historically there have not been many problems with this because land of a sealed road cannot be used for other purposes. Legislation might change in 2017 (with existing draft) that the Crown/ Government may lay cables for services under the road without the consent of landowners.

25. Similar to Rarotoga, the government will secure an Easement Agreement from the different landowners along the cable route on Aitutaki following the procedures outlined in the Land (Facilitation of Dealings) Act 1970. This is to allow the Project to bury the fiber optic cable along the road. The agreement will be in the form of an Easement Agreement signed by the landowner representatives and the government. The resulting document will be a Deed of Easement to be submitted to ADB prior to construction. This is based on the government practice on similar public infrastructures.

26. The table below provides a summary of sub-project components and land status<sup>5</sup> for Rarotoga and Aitutaki project sites:

**Table 1. Land Status Table**

<b>Project Components</b>	<b>Component Activities</b>	<b>Current Status of Land Ownership or Use</b>	<b>Need for Additional Land and Potential Issues</b>
1. A submarine cable system is installed and operational connecting the Cook Islands to the international internet	<ol style="list-style-type: none"> <li>1. Award contracts by Q1 2018</li> <li>2. Carry out marine survey and complete marine operations for laying cables by Q12018</li> <li>3. Install terminal equipment by the end of Q4 2018</li> <li>4. Equip cable landing systems with the</li> </ol>	<b>A. Rutaki, Rarotonga</b>	
		<b>1. Land Status and Ownership:</b>	
		(i) Cable landing point	<p>The site is a Native Freehold Land leased by the government for public purpose in perpetuity since 1961.</p> <p>No land acquisition is required since the cable landing site is on a vacant part of a 4-acre government leased land. established in 1 April 1961,</p>

<sup>5</sup> Source: Cook Islands Investment Corporation, 23 August – 1 September 2016.



Project Components	Component Activities	Current Status of Land Ownership or Use	Need for Additional Land and Potential Issues
Submarine.	<p>necessary cross-connect facilities for customers by Q1 2019</p> <p>5. Train cable company staff on landing facility operation and maintenance, and update skills and knowledge periodically by Q1 2019</p> <p>6. Put in place an appropriate cable repair and maintenance agreement for spur before completing laying of cable by Q1 2019</p> <p>7. Achieve commissioning, provisional acceptance, and be ready for service by Q1 2019</p> <p>8. Cook Islands secures final acceptance by Q1 2019</p>		<p>renewable every 20 years. The lease has been renewed until 2021.</p> <p>The beach that connects to the landing point is a Crown land from the mean high-water mark (Cook Islands Act 1915).</p> <p>The government will meet with the chiefs and landowners as soon as possible/prior to construction to secure a written agreement to bury the cable along the road. Follow up meetings will also be conducted as required to ensure support from the landowners and local chiefs, as per government practice with similar infrastructures.</p> <p>An Easement Agreement will be sought from the landowners. A copy will then be submitted to ADB prior to construction.</p>
		(ii) Cable landing station	<p>The site is a Native Freehold Land, currently the site for the Telecom cable station, leased by the government for 60 years since 1968 for telecommunication purposes. (Deed of Lease attached).</p> <p>No land acquisition is required. The site also has an existing access road (along the road) thus do not require land to access the site during construction and maintenance.</p>

Project Components	Component Activities	Current Status of Land Ownership or Use	Need for Additional Land and Potential Issues
		(iii) Cable route	<p>Public road.</p> <p>No land acquisition is required as the cable will be buried along existing road.</p> <p>On Rarotonga, roads are Native Freehold Lands but land legally proclaimed as roads and deemed to be in the possession of the Crown to construct, repair and maintain the roads.</p> <p>An Easement Agreement will be sought from the landowners to lay cable along the road.</p>
		<b>B. Reureu Village, Aitutaki</b>	
		<b>1. Land Status and Ownership:</b>	
		(i) Cable landing point	<p>The site is a private land (<u>Native Freehold Land</u>).</p> <p>The project will require <u>approximately 1 m wide x 45 m long piece of land from seashore to land the cable and bury it along an existing driveway/track to reach the main road</u>. An old septic tank, buried underground along the driveway/track, will have to be replaced.</p>
		(ii) Cable landing station	<p>The site is a government-leased land.</p> <p>No land acquisition required as the site is part a 60-year government lease for telecommunications established in 1967 until 2027. The site is next to the Aitutaki Hospital.</p>
		(iii) Cable route	<p>Native Freehold Land deemed public land.</p> <p>No land acquisition is required as the cable will be buried along existing roads. However, since the road is on Native Freehold Lands, an Easement Agreement to lay the cable will be sought from the landowners by the government prior to construction.</p>

## V. Legal Framework

### A. Cook Island Laws

27. There is a relatively comprehensive legal framework governing land ownership and transactions in the Cook Islands including the Cook Islands Constitution, Cook Island Act 1915, Land Use Act 1969, Lease (Facilitation of Dealings) Act 1970, and Leases Restriction Act 1976.

28. **The Cook Islands Constitution.** The Constitution Act was enacted by the Parliament in 1964. It is the supreme law of the land that sets out the power and responsibilities of the government and its three main branches: executive, legislative and judiciary. The Constitution also outlines the functions, powers and responsibilities of the Land Court and the Appellate Court.

29. Cook Islands Act 1915 (the "Act"). Essentially a Code for the administration of the Cook Islands. The Act established a High Court and a Native Land Court; and, declared that the common law of England as at 14 January 1840 (being the year in which the colony of New Zealand was established) applied in the Cook Islands except where inconsistent with the Cook Islands Act 1915 and "inapplicable to the circumstances" of the Islands.

30. The Cook Island Act 1915 (Section 362) acquisition of land through agreement. This section states that the High Commissioner may for any public purpose, for and in the name of Her Majesty, purchase any Native freehold or European land in the Cook Islands. Or acquire by grant, lease or easement or any limited right, title, estate, or interest on any such land. Guides acquisition of land by the Crown for public purposes through agreement with Landowners into sale and purchase of Land.

31. The process of acquiring a legal easement by consent (negotiated settlement) of Landowners is set out in the Land (Facilitation of Dealings) Act 1970 ("the Act"). This Act includes application to the High Court calling for a meeting of landowners with at least 5 individuals entitled to vote and represent at least  $\frac{1}{4}$  of the beneficial freehold interest in the land are present during the whole time of the meeting – Section 45(1).

32. **Leases Restrictions Act 1976 (Amended in 2002 and 2005).** Created the Leases Approval Tribunal and its responsibilities. The Act also outlines the Tribunal's functions including approval applications of leases, assignments of leases, and subleases.

33. All lands in the Cook Islands is owned by the Crown subject to customary title. The implication of that qualification is that land ownership rests with the customary owners, being the Native Landowners who, on application to the High Court, are determined by the High Court to be the Landowners.

34. There are different categories of land including Crown Land, Customary land, European Land, Native Land, and Native Freehold Land. Generally, land owned by the Crown is Crown Land. Native freehold land, taken by, or transferred to the Crown, becomes Crown Land.

35. Land cannot normally be alienated. Alienation means, with respect to Native Land, the making or granting of any transfer, sale, gift, lease, license, easement, profit, mortgage, charge, encumbrance, trust, or other disposition, whether absolute or limited, and whether legal or

equitable, of or affecting customary land, or the legal or equitable fee simple<sup>6</sup> of freehold land or of any share therein.

36. Many of the above-mentioned laws have been enacted to restrict alienation of the land and apply in different ways to the above categories of land.

37. The restrictions often do not apply to the Crown. Accordingly, a Native Landowner may do all those things included in the definition of Alienation above including transfer, sell, gift, lease, grant easements of, native freehold land to the Crown; subject to proper payment and/or compensation. So, where one native cannot sell to another native, a native can sell the fee simple of the Native Freehold land to the Crown.

38. A Native can lease land or grant an easement in land to another Native but restrictions apply. Again, many of those restrictions often do not apply to Crown. For example, the term of a lease or an easement to a Native must be restricted to 60 years, but that restriction does not apply to the Crown. The Native could lease the Land or grant an easement to the Crown for as long as the parties wished.

## **B. ADB's Safeguard Policy Statement (SPS)**

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

40. The SPS has 12 policy principles on involuntary resettlement. The 12 principles are: (1) Screen early and assess resettlement impacts; (2) Carry out consultations with APs and develop a grievance redress mechanism; (3) Improve/restore livelihoods of APs through land-based strategies, replacement of lost assets, compensation at replacement cost, and additional benefits, as appropriate; (4) Provide appropriate assistance to physically displaced APs; (5) Improve living standards of poor APs and other vulnerable groups; (6) develop transparent procedures for negotiations; (7) provide assistance and compensation to non-titled APs for loss of non-land assets; (8) Prepare Resettlement Plans (RPs) or due diligence reports (DDR), with necessary provisions; (9) disclose RPs to APs and other stakeholders and document the consultation process; (10) conceive and execute resettlement as part of the project; (11) deliver entitlements to APs before their physical or economic displacement; and (12) monitor and assess resettlement outcomes.

41. Although the project is not expected to have involuntary resettlement impacts for both project cable landing and cable station sites, the ADB Safeguard Policy Statement (2009) and

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<sup>6</sup> An interest in land. Land owned in *fee simple* is owned completely, without any limitations or conditions. This type of unlimited estate is called *absolute*. A fee simple is generally created when a deed gives the land with no conditions, usually using the words like "to John Doe" or "to John Doe and his heirs". Source: [https://www.law.cornell.edu/wex/fee\\_simple](https://www.law.cornell.edu/wex/fee_simple)

relevant government policy will apply, in case there will be unanticipated involuntary resettlement impacts.

## **VI. Action Plan on Leasing an Easement for Aitutaki Site Cable Landing Site and Cable Routes for Rarotonga and Aitutaki**

42. For the Cook Islands Government, the purpose of the land required by the Crown will often dictate what type of title the Crown wishes to have. In this case, securing an easement through lease (monetary or in-kind compensation) is the government's preferred approach because of the relatively small areas required for the beach manhole, and the trenches to run cables from the beach to receiving stations along the main road up to the cable station inside the Aitutaki Hospital compound. The government will secure an easement<sup>7</sup> through negotiated agreement. Failure of negotiation with landowners will not result in compulsory acquisition of land (i.e. taking land by warrant) but will trigger negotiations with other Landowners of other possible sites that have already been identified.

43. Based on ADB Social Safeguards Policy (2009), negotiated settlement helps avoid expropriation and eliminate the need to use governmental authority to remove people forcibly. The borrower/client is encouraged to acquire land and other assets through a negotiated settlement wherever possible, based on meaningful consultations with affected persons. A negotiated settlement will offer adequate and fair price for land and/or other assets. The borrower/client will ensure that any negotiations with displaced persons openly address the risks of asymmetry of information and bargaining power of the parties involved in such transactions. For this purpose, the borrower/client will engage an independent external party<sup>8</sup> to document the negotiation and settlement processes. The borrower/client will agree with ADB on consultation processes, policies, and laws that are applicable to such transactions; third-party validation; mechanisms for calculating the replacement costs of land and other assets affected; and record-keeping requirements.

44. On the Aitutaki site, the government has commenced the process of identifying local and overseas landowners. Initial government land search indicates over 100 landowners. If all legal landowners of the relevant parcel of land are known and confirmed during the title search and are prepared to provide easement on their land, the government will enter easement agreement with the landowners pursuant to Land (Facilitation of Dealings) Act 1970. The government is required under this Act to locate the whereabouts of at least  $\frac{1}{4}$  of the Landowners and then communicate with them in such sufficient detail and in such a manner that at least  $\frac{1}{4}$  of the Landowners are prepared to give proxies and support the proposal to provide easement to the project. The easement agreement is on terms and conditions agreeable to both parties.

45. Also, the easement agreement through lease will not require a title change but simply to have an encumbrance recorded on the title. The government will negotiate with the landowners supported by an independent registered valuator. A Deed of Easement will be the document to be issued after the negotiation to document the agreement between the government and the landowners. The said agreement will keep the ownership of the piece of land with the

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<sup>7</sup> An annual easement rent will be paid by the government to the landowners plus other possible requirement including replacement of the old septic tank and re-painting of the village community hall.

<sup>8</sup> A Third Party Validator (TPV) could be someone respected in the community and perceived as independent and without vested in the transaction. This could be a church leader or someone from a non-government organization confirmed by both government and the landowners as acceptable TPV to the negotiation.

landowners but is subject to the right for the government to lay a cable on the land that the agreed easement relates to and permits the government to access the site to repair and maintain the cable<sup>9</sup>.

46. The following table outlines the procedures to be undertaken by the government to acquire land through lease Agreement for the cable landing site:

**Table 2. Implementation Schedule (Lease of Easement)**

S.N.	Activities	Estimated Schedule
1	Confirmation of land requirement and identification of land owners	Month 1 (January 2018)
2	Land survey and valuation	1 Month (February-March 2018)
3	Submission of land survey report and to prepare for formal negotiation with landowners and budget allocation for land easement through lease (monetary or in-kind)	4 Weeks (April-July 2018)
4	Submit Draft DDR to ADB without the Easement Agreement (to be submitted to ADB prior to cable installation by Q2 2018 as per Project Concept Paper)	September 2017
5	Negotiation with landowners: consultation with affected landowners to negotiate land easement.	6 Months (April 2018- September 2018)
6	Meeting of Owners	6 Months (April 2018- September 2018)
7	Agreement on easement	6 Months (April 2018- September 2018)
8	Application for MOAO to the High Court	1 Month (May 2018)
9	Confirmation of Easement by High Court	2 Months May- June 2018)
10	Execution of easement and payment of consideration	1 Month (August 2018)
11	Filing	1 Week (August 2018)
12	IA submits the updated DDR to ADB for approval and posting on ADB website	2 Weeks (September 2018)
13	Copy of Easement Lease Agreement to landowners	2 Weeks (August 2018)
13	IA submits to ADB lease and compensation completion report	1 Month (September 2018)
14	Commencement of civil works	Q3 2018

<sup>9</sup> Source: Lands Manager, Cook Islands Investment Corporation

## VII. Consultations, Participation and Disclosure

47. A two-level consultation was held during the social impact assessment for the project. The first level included individual meetings such as focus group discussions with relevant government agencies, traditional leaders, civil society including the private sector and women's organizations in Rarotonga and Aitutaki (see Appendix 2 Consultations Attendance List). The second level was a wider community consultations conducted on the two proposed sites, Rutaki and Reureu in Rarotonga and Aitutaki. The relevant stakeholders including the private sector, NGOs, and other government agencies were invited to participate in the discussions on 26 August 2016 in Rarotonga and on 30 August 2016 in Aitutaki. Further consultations with the landowners will be undertaken prior and during the negotiation for the easement.<sup>10</sup>

48. All consulted stakeholders particularly civil society leaders expressed strong support for the project. They are very keen to see the project being implemented to have reliable and affordable internet service. The minutes of meetings are attached. Table 2 below provides a summary of the consultations including concerns raised by the stakeholder. IEE/ESIA Consultants and Office of the Prime Minister and the Ministry of Finance and Economic Management response to these issues:

**Table 2. Summary of Public Consultations in Rarotonga and Aitutaki Sites**

Date and Venue	Participants	Consultation Activities	Questions	Response by OPM/MFEM & Team
<b>Friday, 26 August 2016</b>  MFEM Meeting Room	At least 37 people were consulted in Rarotonga (attached).  People consulted included senior government officials, business owners, whale monitoring organization, and traditional leaders (House of Ariki).  The IT service provider Bluesky officials were also consulted.	Individual meetings, focus group discussions and initial public consultation	If there is a breakage in the cable, is there a backup plan?  When does the French Polynesian cable come into play and has the current project team only come to do the Samoa line and does Aitutaki have a back-up?  Will the seismic activity along the Tongan trench affect out cable?  Bluesky owns the cable network and station, do they have the capability for additional capacity?	Connection to French Polynesia is an alternative connection  On-going discussions. Yes, only the Samoa line.  Possibly. Not sure.  Yes. If none, or government can look at an alternative structure.

<sup>10</sup> The option selected for Aitutaki was a new site which would require further consultations with the landowners in updating the DDR.

Date and Venue	Participants	Consultation Activities	Questions	Response by OPM/MFEM & Team
			There are rumors that O3B will pull out if fiber optic cable will be operational.	Other service providers are out there if O3B will pull out.
			How much is the loan?	ADB loan still to be determined.
			Will the internet/com cost come down?	It is too early at this stage to confirm this.
			Telecoms Act needs to be reviewed.	On-going.
			Shorter option from Rutaki Passage to Apii Rutaki is preferred and not through private land. Assuming it is environmentally acceptable. (Note: most participants agreed)	
			This project has her full support (Mrs. Masters/one of the landowners), please ensure during project implementation (digging) you stay in confines of the road easement boundaries. If the project needs help with the families for the land, she is happy to assist with the talks.	
			Chamber would like to have a telecommunications regulator to ensure fairness in pricing.	
			House of Airiki would like the government to consult them and native landowners even though the land is leased land.	
<b>Tuesday, 30 August 2016</b> <b>Fishing Club</b>	At least 58 people from government and non-government groups were consulted. These included women's leaders from Aitutaki villages,	Individual meetings, focus group discussions and initial public consultation	How long is the life span of the cable?  How often is maintenance work to be done on the cable?  Environmental NGO supports the project. However, how will the project manage the laying down of the cable to minimize	50-60 years  Almost never.  In the Environmental Management Plan to be prepared by the project.  Noted by the Team.



Date and Venue	Participants	Consultation Activities	Questions	Response by OPM/MFEM & Team
	<p>businesses, environmental groups, religious leaders, and chiefs.</p> <p>Service provider Bluesky officials were also present in the consultation.</p>		<p>damage to the reefs?</p> <p>Supports the shorter route Option 4 (Reureu Village). He also clarified that his village (near the old airport) is not against if the cable will be laid from there (option 1).</p> <p>Who will own the cable?</p> <p>How do we ensure internet prices go down?</p> <p>Have to consult landowners of the landing site if they will agree.</p> <p>When is the project to be tendered? He stated that the project should not be given to the Chinese contractors as their previous work on the island is “not good”</p>	<p>A corporation to be established by the Cook Island government.</p> <p>Formation of a regulatory body.</p> <p>Agreed as started by government representative (CIIC Lands Manager).</p> <p>Negotiation expected by end-October.</p> <p>Noted the concern; to be referred to OPM/MFEM.</p>

49. The multi-tier consultation approach of engaging with both the government and the community enabled an increased level of participation. Issues raised will be considered in the project design building on the responses provided by OPM/MFEM through inclusion in the project’s technical design, grievance redress mechanism, and institutional arrangements.

50. Information disclosure and stakeholder’s consultation and engagement during project implementation are available in the Consultation and Participation Plan included in the Project Administration Manual.

## VIII. Institutional Arrangements

51. Following are the different agencies responsible for the updating, implementing, monitoring and reporting of the progress of the DDR:

52. **MFEM.** As the executing agency (EA) of the project, MFEM will have overall responsibility for ensuring native landowners are informed and consulted about the project (Rarotonga and Aitutaki), securing cable easement from landowners (Rarotonga and Aitutaki), implementation of agreements with landowners and social aspects reporting including safeguards. MFEM will also be responsible to ensure updating of the due diligence report (DDR) and to obtain necessary easement required for the project. It will submit DDR monitoring reports to ADB.

53. **ACC.** Avarua Cable Company (ACC) will be the implementing agency (IA). ACC will oversee the project implementation and will provide assistance in liaising with other government ministries and agencies as needed. Also, as Implementing Agency (IA), through the Project Management Unit (PMU), has the responsibility to implement day-to-day activities related to easement acquisition. Its responsibilities will include:

- (i) Collaborating with relevant government agencies (CIIC and High Court) in easement acquisition and compensation;
- (ii) Providing resources to carry out surveys and investigation;
- (iii) Collaborating with the relevant government agencies (CIIC and High Court) for negotiations and agreements with landowners;
- (iv) Carrying out consultations with landowners ensuring that they are informed about the project, its policies, and procedures; ensure that all requirements are carried out on public disclosure of the provisions for leasing of a cable easement acquisition and compensation; and, implement and monitor the grievance redress process;
- (v) Updating the DDR, including lease compensation amount, and other details, and submit to ADB with necessary approvals;
- (vi) Monitoring the process of allocation and disbursement of funds, and ensure that funds are available and compensation is paid promptly; and
- (vii) Carrying out all other activities including internal monitoring of easement acquisition and compensation activities.

54. **CIIC.** As the government investment corporation, the agency will lead the negotiations and lease payment (monetary or in-kind) with the landowners to secure easement for the project (Rarotonga and Aitutaki). Also, the agency will consult with the House of Ariki and the community (Rarotonga) to comply with expected courtesy by landowners even if the project sites are government leased lands. All project related costs pertaining to land negotiations and compensation, surveys, implementation, and monitoring will be financed by the Cook Islands government. Lease compensation (for both sites) will be agreed between the government and landowners based upon the actual land monetary or in-kind compensation costs. The costs of consultants and experts will be funded under ADB loan.

55. **High Court (Land Division).** ACC through its PMU, will plan, implement and monitor easement acquisition activities for the project. Its responsibilities include:

- (i) Conduct land investigations to identify landowners in the project site (Aitutaki);
- (ii) Assist ACC to finalize and execute land easement acquisition and compensation;
- (iii) Facilitate leases for temporary use of land, if required, for the project; and,
- (iv) In coordination with ACC, consult with and inform APs about the project, its policies and procedures on easement acquisition and compensation.

## **IX. Grievance Redress Mechanisms**

56. Although at this stage, there are no identified environmental and involuntary resettlement complaints associated with the proposed project, a grievance redress mechanism (GRM) is presented if, at the later stage, there will be a need for one. For example, there could be a grievance filed as a result of fishing gear becoming snagged on the cable, presumed to be due to faulty cable placement or as a result of the failure of the contractor to clean up and landscape after the trenching is complete.

57. The GRM is scaled to the risks and adverse impacts of the project. If promptly addressed, and using an understandable and transparent process that is gender responsive, culturally appropriate, and at no costs and without retribution, the concerns and complaints of potentially affected people will usually be resolved.

58. The GRM mechanism does not impede access to regular judicial process, but provides a simpler access to complaint resolution. The Cook Islands Cable company via the PMU, will appropriately inform Rarotonga and Aitutaki community members about this GRM before commencement of any civil works. This will be done as part of consultation session where engineering details costs and feasibility will be tabled (see ESMP Task 1.12 and 1.13). Also, leaflet summarizing the process, structure, and timeframe for filing and achieving a resolution for a complaint, will be provided to the contractor's site office, House of Ariki headquarters, Chamber of Commerce headquarters, Office of the Prime Minister (OPM) in Rarotonga, and the Mayor's Office in Aitutaki for easy access for potential complainants.

59. The community will be informed of the Grievance Redress Mechanism (GRM) through a public awareness campaign and discussion with the project communities particularly with the responsible chief in the area and landowner representatives. The process of lodging a concern or complaint and contact details of the construction contractor (CC) and PMU will be posted on a public notice board. A community liaison officer will be hired by the contractor. The community is encouraged to voice any concerns or complaints, and these are to be duly investigated and reported through to the Community Liaison Officer. All grievances, complaints or issues raised will be lodged in a register maintained at the contractor's site office. These are included in the monthly progress reports from the contractor to the PMU and are subject to checking by the EA and monitoring by PMU.

60. A grievance redress committee will be established to (i) record, categorize and prioritize the grievances; (ii) settle the grievances in consultation with complainant(s) and other stakeholders; (iii) inform the aggrieved parties about the solutions; and (vi) forward the unresolved cases to higher authorities.

61. The six-member committee will be comprised of one member of the OPM, CIIC, and civil society representatives that may include Chamber of Commerce, a representative from an environment organization, and two representatives from the project community, with at least one female member from each community. The chair of that committee has yet to be named, but it will likely be someone from OPM.

62. Table shows the proposed steps for grievance redress of social and environmental related matters.

63. During implementation, ACL will have a designated staff member responsible for interacting with the GRM. PMU will also provide project management and technical advice to ADB and MFAT, including procurement related matter for works, goods and consulting services. The Project manager within the PMU will be the grievance focal point, and receive and address project related concerns, via the designated staff member. During the construction period, the contractor will be a key participant in the grievance redress process, and the PMU will confirm that a contractor has been assigned a GRM coordinator. The PMU and contractor will fully inform the affected people of their rights regarding land ownership and environmental degradation. The Project manager/PMU and contractor will be responsible to address any primary concerns.

64. Any complaint will be recorded and investigated by the PMU staff working with the project coordinator and the contractor (as appropriate). A complaints register will be maintained, and will show the details and nature of the complaint, the complainant's name, the date and actions taken as a result of the investigation. The register will also cross-reference any non-compliance report and/or corrective action report or other relevant documentation filed in relation to the original complaint.

65. When construction starts, a sign will be erected at all sites providing the public with updated project information and summarizing the grievance redress mechanism process including contact person details at PMU. All corrective actions and complaint responses carried out on site will be reported back to the PMU. PMU will include the complaints register and reporting on corrective actions/responses in its semi-annual progress reports to the ADB.

66. Throughout this process, ACC through the PMU will always be available to hear public complaints and provide advice if the complainant feels that ACC responses are not satisfactory. The PSC will make sure that this cooperation is available.

**Table 3. Grievance Redress Process**

<b>Step</b>	<b>Process</b>	<b>Duration</b>
1	Affected Person (AP)/village elected or traditional chief takes grievance to PMU or Contractor	Any time
2	Program manager in the PMU or contractor reviews issue, and in consultation with village chief, relevant agencies and contractor (if appropriate), agrees to a solution and records the results.	2 weeks
3	Project manager through PMU reports back to chief and AP and gets clearance the complaint has been resolved.	1 week
<b><i>If unresolved</i></b>		
4	Chief or AP take grievance to PSC for resolution	Decision within 2 weeks
5	If not resolved PSC must take matter to relevant national agency for decision.	2 weeks

<b>Step</b>	<b>Process</b>	<b>Duration</b>
6	Relevant agency can deliberate for ≤ four weeks and resolve the case	4 weeks

**If unresolved or if at any stage and AP is not satisfied with progress**

AP or chief can take the matter to appropriate state or national court.

Source: Consultant experience, previous process development for similar projects & meetings with key stakeholders, Samoa, 2015, Micronesia 2013, and Palau 2013,

## **X. Monitoring and Reporting of Safeguards Issues**

67. Based on the DDR, the national government and ACC will monitor all activities associated with easement acquisition and payment of compensation to APs. Direct compensation payment will be through CIIC. The scope of monitoring includes (i) compliance with the agreed policies and procedures for land acquisition; (ii) prompt approval, allocation and disbursements of funds and payment of compensation to APs, including supplemental compensation for additional and/or unforeseen losses; and, (iii) remedial actions, as required.

68. PMU will maintain proper documentation of consultation process and keep relevant records of land negotiation and transaction. The international social/resettlement specialist will document the consultation, negotiation and transaction process. The easement lease agreement report including the outcome of the negotiation process will be submitted to ADB and government for concurrence prior to start of civil works.

69. Also, the PMU, will monitor all activities associated with grievances by APs including the public and affected landowners and communities. The PMU will maintain proper documentation of consultation process and keep relevant records of complaints received during implementation and construction phase (resolved and pending issues). A Help Desk within the PMU will receive, record and respond to complaints and grievances. The outcome of the grievance resolution will be submitted to ADB and government.

70. The PMU will prepare and submit semi-annual progress reports and submit to ADB and MFAT as part of project performance monitoring.

## Copy of Deed of Lease Apii Rutaki School

*Sumner*

THIS DEED made the 26<sup>th</sup> day of April One thousand nine hundred and sixtyone BETWEEN THE NATIVE LAND OWNERS of the Cook Islands whose names are set out in the first column of the Schedule hereto (hereinafter with their respective successors called "the Lessors") of the one part AND HER MAJESTY THE QUEEN (hereinafter called "the Crown") of the other part WITNESSETH that in consideration of the rent hereby reserved and of the covenants and conditions on the part of the Crown herein contained and by law implied the Lessors DO HEREBY LEASE unto the Crown ALL THAT V. M. PARCEL OF LAND containing Four acres Two roods Twentyfour perches (4a. 2r. 24p.) more or less situated in the Island of Rarotonga in the Cook Islands and being PART of the land named by the Native Land Court THE PAPA SECTION 91.N. RUTAKI AORANGI and comprised in an Order on Investigation of Title made by the said Court on the Twentyfourth day of October One thousand nine hundred and six of the said parcel of land is more particularly delineated and described in the plan thereof drawn hereon and therein edged red TO HOLD the same unto the Crown for the term of TWENTY YEARS computed from the First day of April One thousand nine hundred and sixtyone upon and subject to the following covenants and conditions :-

1. THE land hereby leased shall be used for Public Purposes only within the meaning of Section 364 of the Cook Islands Act 1915 and the lease hereby granted shall in all respects be subject to the provisions and conditions contained in Section 13 of the Statutes Amendment Act 1945.
2. THE Crown shall pay to the Lessors a yearly rental of TWENTYFIVE POUNDS (£25) such rent to be paid yearly in advance on the First day of April in each and every year of the said term.
3. THE Crown shall during the said term keep the said land free from all noxious weeds and growths and shall comply with the laws for the time being in force in the said island relating thereto.
4. THE Crown shall have a PERPETUAL RIGHT OF RENEWAL of the Lease hereby granted provided that no term of renewal shall in itself exceed TWENTY YEARS from the date of expiry of the immediately preceding term.
5. THE annual rental for any renewed term granted in pursuance of the terms of this lease shall be a sum equal to Five Pounds per centum upon the amount of the capital value of the land comprised herein as at the date of commencement of such renewed term after deducting therefrom the value of all improvements effected on the said land by the Crown up to that date PROVIDED that in no case shall the annual rental be less than TWENTYFIVE POUNDS (£25).  
The capital value shall be ascertained as follows :-
  - (a) If there shall be a system of Government valuation of lands in force in the Island of Rarotonga the capital value shall be such sum as shall be determined by the Government Valuer.
  - (b) If there shall be no system of Government valuation of lands in force in the said Island the capital value shall be determined by the Native Land Court in such manner and upon such evidence as the Court shall deem proper.
 The word "Improvements" shall mean all work actually done or materials used on or for the benefit of the land by the expenditure of capital or labour by the Crown in so far as the effect of the work done or materials used is to increase the value of the land, and the benefit thereof is unexhausted at the date of the valuation. The words "Value of improvements" shall mean the added value which at the date of valuation the improvements give to the land.
6. SHOULD the Crown desire to exercise its right of renewal hereby granted it shall give to the Lessors notice in writing of its desire at least three calendar months before the expiration of the term of years hereby granted.

7. IF the rental hereby reserved or any part thereof shall be in arrear and unpaid for the space of three calendar months after the same shall have become due or if the Crown for a like period fails to observe or perform any of the covenants or conditions on its part herein contained or implied it shall be lawful for the Lessors thereupon or at any time thereafter to re-enter upon the said land and determine this lease but without prejudice to the rights of the Lessors to recover any rent which may be in arrear or unpaid at the date of such determination.

IN WITNESS whereof these presents have been executed by the parties hereto on the day and year first hereinbefore written.

THE SCHEDULE HEREINBEFORE REFERRED TO

First Column (Names of Lessors)	Second Column (Signatures of Lessors)	Third Column (Signature Occupation & address of Witness)	Fourth Column (Date of Execution)
1. Vaine Moetutai m.a.	Vaine moetutai	L.H. Pann Registrar N.C.C. Rarotonga	26.4.61
2. Ngature m.a.	Ngature	L.H. Pann Registrar N.C.C. Rarotonga	26.4.61
3. Minona Cowan f.a.	Minona Cowan	L.H. Pann Registrar N.C.C. Rarotonga	26.4.61
4. William Cowan m.a.			
5. Pua UPokoroa f.a.			
6. Ngere UPokoroa f.a.	Ngere Pokoroa	Office Solicitor Wellington	30.8.61
7. Taio UPokoroa m.a.	Taio Pokoroa	L.H. Pann Registrar N.C.C. Rarotonga	26.4.61
8. Pokoroa UPokoroa m.a.	Pokoroa UPokoroa	Home based Auckland	7.9.62
9. Nooroa UPokoroa m.a.			
Uputoa Taio m.a.	Uputoa Taio	L.H. Pann Registrar N.C.C. Rarotonga	26.4.61
Upuvaine Taio f.a.	Upuvaine Taio	L.H. Pann Registrar N.C.C. Rarotonga	26.4.61

SIGNED by the lessors whose names appear in the First Column of the Schedule to the within deed by affixing their Signatures in the Second Column of the said Schedule in the presence of us the undersigned whose signatures occupations and addresses appear opposite their names as their respective witnesses in the Third Column of the said Schedule on the respective dates shown in the Fourth Column of the said Schedule AND we the said witnesses HEREBY CERTIFY that prior to the execution thereof by the said lessors whose signatures we have witnessed the contents and effect of the within Deed were first read over and explained to such lessors respectively AND they did fully understand the meaning and effect thereof AND further that there were first endorsed thereon a plan of the land affected by the within Deed and a translation in the Maori language of the Cook Islands of the contents thereof certified as correct by Tai Te Keu Paitai, Official Interpreter.

L.H. Pann  
Registrar of the Land Court  
Rarotonga  
Office  
Solicitor of the State Court  
Wellington  
Home based  
Auckland

SIGNED by FRANK LEON AROHA GÖTZ }  
Minister of Island Territories }  
on behalf of Her Majesty the }  
Queen as Lessee in the presence }  
of:

WITNESS: *Rapwaku*  
OCCUPATION: *Private Secretary*  
ADDRESS: *Wellington*

TEIA KOREROMOTU i tataia i teia ra 26 o Aperira mataiti Okotai Tauatini e Iva Anere e Ono-ngauru-ma-tai I ROTOPU I TE AU ATU-ENUA MAORI o te Kuki Airani tena to ratou au ingoa kua tataia i roto i te pae mua o te Irava Openga nei (tei akarangaia amuringake nei ma to ratou au mono e ko te "pae Tua-tai") o tetai pae MA TE ARIKI VAINE NGATEITEI (tei akarangaia amuringake nei e ko te "Korona") o tetai mai pae KIA KITE e no runga i te moni mataiti i akatakaia mai e no runga oki i te au tuatua koreromotu e tetai atu au tuatua ta te Korona i koreromotu e ka rave a ia e ka akono mei tei tau i ta te ture i apii mai TE KOREROMOTU RIITI ATU NEI te pae Tua-tai ki te Korona I TE KATOANGA O TE ENUA tera te maata e A-eka-e-Okotai-ruuti-e ngauru-ma-a peeti (4 eka 2 ruuti 24 peeti) me kua maata atu me Okotai-ngauru-ma-pae-peeti-(4 eka, 2 ruuti, 24 peeti) e kua meangiti mai e tei runga i te Enuu ko Rarotonga i roto i te Kuki Airani e ko tetai TUANGA IA o te enua ta te Akavaanga Enuu i akaingoa e ko TE PAPA TUANGA G.L.M. RUTAKI ARORANGI e kua akakiteia mai te reira i roto i te tukuanga tika Atu-enua ta taua Akavaanga ra i rave i te ra Rua-ngauru-ma-a o Okotopa mataiti Okotai Tauatini e Iva Anere e Ono e kua akapapua mai te tutu tikai o taua enua nei i roto i te mapu i runga i teia koreromotu e kua akairoia ki te peni muramura E KA VAI te reira ki te rima o te Korona no te tuatau e RUA-NGAURU MATAITI akamata mai i te ra Tai o Apereira mataiti Okotai Tauatini e Iva Anere e Ono-ngauru-ma-tai na runga e na raro i teia au tuatua koreromotu te ka raveia e te ka akonoia, koia oki :-

1. KO teia enua i riitia nei ka akairoia te reira o REIRA HE TE KATOANGA MA-RIMA PAUNU (225) i te mataiti e kua tutakia teia moni nei na mua a te au ra Tai o Apereira i te au mataiti tatakita i roto i te tuatau o teia koreromotu. Me teia koreromotu riiti nei i akatikaia kia aru te reira ki te au tuatua ma te au akonoanga i akakiteia mai i roto i te Irava 13 o te Ture Akatuke, 1945.

2. KA tutaki te Korona ki te pae Tua-tai i te moni mataiti e RUA-NGAURU-MA-RIMA PAUNU (225) i te mataiti e kua tutakia teia moni nei na mua a te au ra Tai o Apereira i te au mataiti tatakita i roto i te tuatau o teia koreromotu.

3. KA akono te Korona i roto i te au tuatau ravarai o teia koreromotu riiti nei i teia enua auraka te au tu rakau ngangaere kino e tupu ki runga i te reira e ka kauraro a ia ma te ariki i te au ture te ka mana ki runga o te Enuu tei reira teia enua i koreromotu riitia nei.

4. PE tikai nei te Korona KIA AKAOU IA MAI NO TE TUATAU OPEGAKONE i teia koreromotu riiti tera ra auraka te au tuatau tatakita o tetai ua atu akaouanga kia tere atu te roa i te RUA-NGAURU MATAITI mei te ra atu e pou ei te tuatau o te koreromotu o mua ua atu.

5. KO te moni tutaki mataiti no tetai ua atu akaouanga tei akatikaia nei tei akakiteia mai i roto i teia koreromotu riiti nei kia kimiia te reira e kia tukua te reira na runga i te Rima Paunu i te au Anere paunu tatakita o te moni puapinga o teia enua i roto i teia koreromotu riiti nei te ka kiteia a te ra e akamata ei te tuatau o te akaouanga tera ra kia kiritia atu na mua te moni o te au puapinga puapinga ta te Korona i tuku me i akamou ki runga o teia enua e tae ua atu ki taua ra ra o te akaouanga TERA RA auraka rava te moni tutaki mataiti kia meangiti mai i te RUA-NGAURU MA-RIMA PAUNU (225).

Mei teia te tu o te kimianga e te tukuanga i te moni puapinga:-

- (a) Mei te mea e e akonoanga tuku moni puapinga no te enua ta te Kavamani e mana ra i runga i te Enuu ko Rarotonga na taua Tangata Tuku Moni Puapinga o te Kavamani i reira e tuku mai i te moni puapinga te ka tau no teia enua.
- (b) Mei te mea ra e kare e akonoanga mei te reira te tu i runga i te Enuu ko Rarotonga i reira na te Akavaanga Enuu e kimi ma te tuku mai i te moni puapinga te ka tau no teia enua na roto i te ana kimianga ma te tau tikai.



Ko te tuatua e "te au apinga puapinga" teia to ona aiteanga ko te au angaanga tikai tei raveia e te au apinga tikai tei akaangaanga ki runga me ei meitaki no teia enua na roto i te moni a te Korona e te angaanga tei raveia e te Korona ki runga i teia enua ei puapinga no teia enua e ko taua puapinga ra kare te reira e pou me e kore a te ra e kimia ei te moni puapinga o teia enua. Ko te tuatua e "te moni o te au apinga puapinga" teia to ona aiteanga ko te moni ta te au apinga puapinga ka oronga no te enua a te ra e kimia ei te moni puapinga o teia enua.

6. ME ka anoano te Korona i te akaangaanga i to ona tikaanga no te akaanga i te tuatau i akatikaia o teia kororomotu riiti nei ka oronga rava a ia na mua ki te pae Tua-tai i tetai tuatua akateatamamao na roto i te rima-tata i to ona anoano e toru marama i mua ake ka pou ei te tuatau o teia kororomotu riiti nei i akatikaia.

7. ME tae ki te ra no te tutakianga i te moni mataiti e kare te reira e tutakiia mai e mo topa i reira e TORU MARAMA ki muri mai e kare rai teia moni mataiti ra e tutakiia mai me kore ra me kare te Korona i roto i tetai ua atu toru marama e akono ma te rave i te au tuatua kororomotu ma te au tuatua katoatoa i oti i te akakiteia mai i roto i teia kororomotu kia rave a ia e kia akono te tikaia nei na roto i te aroanga ture kia rave akaou te pae Tua-tai i teia enua ki to ratou rima e kia akaope koia oki kia akakore takiri i teia kororomotu nei tera ra kare e rauka i te reira akakoreanga i te arai i te tikaanga o te pae Tua-tai i te oro i te Korona no runga i te moni mataiti ta taua Korona kare e tutaki mai e tae ua atu ki te ra o te akakoreanga takiri o teia kororomotu nei.

EI KINE i teia kororomotu kua tata aua nga pae i o raua ingoa i te ra e te mataiti i oti i te tataia i mua mai nei.

I hereby certify the foregoing to be a true and correct translation of the within written Deed of Lease.

*Jan. B. K. Parter*  
Official Interpreter.

Pt. Te  
Ruta  
Raro  
Scale:  
x

CERTIFICATE of CONFIRMATION  
(Rule 51)  
The Cook Islands Act, 1915.

AT a sitting of the Native Land Court held at RAROTONGA  
this 30th day of November 1962  
~~1961.~~

WHEREAS the said Court, after due inquiry, is satisfied that the alienation purporting to be effected by the within deed has been effected in all respects in accordance with the law in force at the time of the execution thereof, and as to all matters upon which the said Court is by law required to be satisfied, the said Court hereby confirms the alienation (so far as it affects the shares of those persons whose names are written in the Schedule hereto) purporting to be effected by the within Deed.

SCHEDULE

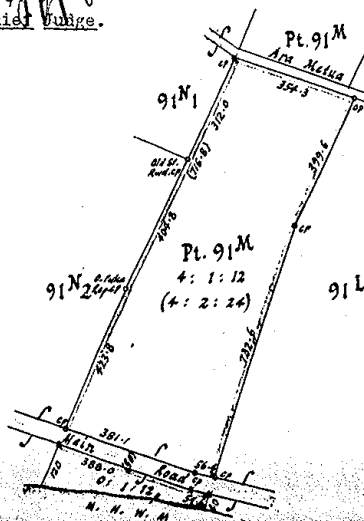
- |                     |                  |
|---------------------|------------------|
| 1. Vaine Moetutai   | 10. Tiputoa Taio |
| 2. Ngature          | 11. Tuvaine Taio |
| 3. Minona Cowan     |                  |
| 6. Ngere Upokoroa   |                  |
| 7. Taio Upokoroa    |                  |
| 8. Pokoroa Upokoroa |                  |

GIVEN under the Seal of the said Court at RAROTONGA  
this 30th day of November 1962.  
~~1961,~~ in the presence of,

*[Signature]*  
Chief Judge.

Pt. Te Papa Sec. 91<sup>M</sup>  
Rutaki Tapere, Arorangi Dist.  
Rarotonga Island

Scale: 3 Chains to an inch  
R. *[Signature]* S.O. 587  
20.3.62



3

3<sup>rd</sup> March 2001

**BETWEEN      The Registrar of the  
High Court (Land  
Division)**

**AND            COOK ISLANDS  
GOVERNMENT  
PROPERTY  
CORPORATION**

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**DEED OF RENWAL OF LEASE TE  
PAPA SECTION 91M ARORANGI**

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**CIGPC  
PO BOX 51  
AVARUA  
RAROTONGA**

---

Copy of Aroa Cable Station Deed of Lease 1969

*Exempt Stamp Duty*



THIS DEED made the 18th day of April One thousand nine hundred and Sixty-nine BETWEEN THE LAND OWNERS of the Cook Islands whose names are set out in the first column of the Schedule hereto (hereinafter with their respective successors called "the Lessors") of the one part AND HIR MAJESTY THE QUEEN (hereinafter called "the Crown") of the other part WITNESSETH that in consideration of the rent hereby reserved and of the covenants and conditions on the part of the Crown herein contained and by law implied the Lessors DO HEREBY LEASE unto the Crown ALL THAT PARCEL OF LAND containing TWENTY-SEVEN ACRES TWO ROODS SIX PERCHES (27 a; 2 r; 06 p;) more or less situated in the Island of Rarotonga in the Cook Islands and being PART of the land named by the Land Titles Court ONEMARU and TE MARI BECITCH B.C. ARORANGI and comprised in an Order On Investigation of Title made by the said Court on the Twenty-fifth day of October One thousand nine hundred and Six as the said parcel of land is more particularly delineated and described in the plan thereof drawn hereon and therein edged red TO HOLD the same unto the Crown for the TERM OF SIXTY YEARS computed from the first day of July One thousand nine hundred and Sixty-eight upon and subject to the following covenants and conditions :-

*11 hectares  
\$220 2/13-02  
1993  
1998  
2013  
Revised 2028  
2025  
001210*

1. THE land hereby leased shall be used for a Public Purpose, to wit a Radio Tele-Communication Station and purposes ancillary thereto;
2. THE rental for the first Six Months of the term hereof shall be at the rate of TWELVE DOLLARS (\$12.00) per acre per annum.
3. FOR and during the period of Fifteen Years from and after the expiration of the first Six Months the rental shall be at a rate to be agreed on by the parties hereto and failing agreement to be calculated on the basis of Five Dollars per centum of the Capital Value of the said parcel of land, after deducting therefrom the value of all improvements effected by the Crown thereon, but in no case shall the rental be less than TWELVE DOLLARS (\$12.00) per acre per annum.
4. (a) For and during each succeeding period of Fifteen Years of the said term the Crown shall pay an annual rental calculated on the basis of Five Dollars per centum of the Capital Value of the said parcel of land, after deducting therefrom the value of all improvements effected by the Crown thereon, following valuations to be made as at the First day of July in the year immediately following the expiration of each period of fifteen years of the term hereby granted but in no case shall the rental be less than TWELVE DOLLARS (\$12.00) per acre per annum;
- (b) The annual rental shall be paid yearly in advance on the First day of July in each and every year of the said term.
5. THE Capital Value shall be ascertained as follows :-
  - (a) If there shall be a system of Government valuation of lands in force in the Island of Rarotonga the Capital Value shall be such sum as shall be determined by the Government Valuer.
  - (b) If there shall be no system of Government valuation of lands in force in the said Island the Capital Value shall be determined by the Land Court in such manner and upon such evidence as the said Court shall deem proper.

The word "Improvements" shall mean all work actually done or materials used on or for the benefit of the land by the expenditure of capital or labour by the Crown in so far as the effect of the work done or materials used is to increase the value of the land and the benefit thereof is unexhausted at the date of the valuation. The words "Value of Improvements" shall mean the added value which at the date of valuation the improvements give to the land.
6. IT shall be the duty of the Crown on the dates aforesaid and at the expense of the Crown to apply for and obtain such valuations or to apply to the Land Court to determine the Capital Value. If the Crown makes default in so doing, the Lessors may apply and recover the cost thereof from the Crown.

## THE SCHEDULE HEREBEFORE REFERRED TO

First Column (Names of Lessors)	Second Column (Signatures of Lessors)	Third Column (Signature of Witness)	Fourth Column (Dates of Execution)
7. Utia Tipokoroa m.a.	<i>Utia Tipokoroa</i>	David	18. 4. 69
8. Tutai a Pua f.a.	<i>Tutai Kua</i>	David	18. 4. 69
9. Terii a Pua m.a.			
10. Tio Tipokoroa m.a.	<i>X mark 110. 110. 110. 110. 110.</i>	David	18. 4. 69
11. Te Pori Atini f.a.	<i>Te Pori Atini</i>	David	18. 4. 69
12. Ngatamaine Taoro f.20 (by her trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
13. Te Kura Taoro f.19 (by her trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
14. Eua Taoro m.17 (by his trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
15. Manate Taoro m.15 (by his trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
16. Apenera Taoro m.13 (by his trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
17. Joseph Taoro m.12 (by his trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
18. Aberaham Taoro m.10 (by his trustee Tuvaine Iotia)	<i>Tuvaine Iotia</i>	David	18. 4. 69
19. Tungane Taoro f.a.			
20. Ngatupuna Ta Irangi m.a.	<i>Ngatupuna Ta Irangi</i>	David	18. 4. 69
21. Tangi Ta Irangi f.a.			
22. Rangi Atini f.a.	<i>Rangi Atini</i>	David	18. 4. 69
23. Ngamata Kaiu f.4 (by her trustee Emi Nio)	<i>Emi Nio</i>	David	18. 4. 69
24. Chang Sin Atini m.a.	<i>Chang Sin Atini</i>	David	18. 4. 69
25. Ngatuaime Atini f.a.	<i>Ngatuaime Atini</i>	David	18. 4. 69
26. Atini Solomona m.a.			
27. Tuainekore Solomona f.a.			
28. Mana Solomona m.20 (by his trustee Chang Sin)	<i>Chang Sin</i>	David	18. 4. 69
29. Matakeu Solomona f.18 (by her trustee Chang Sin)	<i>Chang Sin</i>	David	18. 4. 69
30. Nui Solomona m.11 (by his trustee Chang Sin)	<i>Chang Sin</i>	David	18. 4. 69
31. Ngatupuna Atini m.a.	<i>Ngatupuna Atini</i>	David	18. 4. 69
32. Tua Ngamata Atini f.a.	<i>Tua Ngamata Atini</i>	David	18. 4. 69
33. Rangi Atini m.a.	<i>Rangi Atini</i>	David	18. 4. 69
34. Ngapoko Eua f.a.	<i>Ngapoko Eua</i>	David	18. 4. 69
35. Karakia Eua m.a.	<i>Karakia Eua</i>	David	18. 4. 69
36. Metua Moeau f.a.	<i>Metua Moeau</i>	David	18. 4. 69
37. Maria Apai f.a.			
38. Upokotiao Apai f.a.	<i>Upokotiao Apai</i>	David	18. 4. 69
39. Piakura Apai f.a.			
40. Taputua Apai f.a.	<i>Taputua Apai</i>	David	18. 4. 69
41. Ngatupuna Apai m.a.	<i>Ngatupuna Apai</i>	David	18. 4. 69
42. Rima Apai f.a.			
43. Mii Apai f.a.	<i>Mii Apai</i>	David	21. 7. 69
44. Apai Apai m.a.			
45. Tuaine Apai f.a.			
46. Tui Apai m.a.			
47. Ngamau Puai f.a.	<i>Ngamau Puai</i>	David	18. 4. 69
48. Pera Maurangi m.a.	<i>Pera Maurangi</i>	David	18. 4. 69
49. Ida a Tunganeke f.a.			
50. Mataakio a Tunganeke f.a.			
51. Jeanette Naea f.a.	<i>Jeanette Naea</i>	David	18. 4. 69
52. Te Roo Naea m.a.	<i>Te Roo Naea</i>	David	18. 4. 69

## THE SCHEDULE HEREINBEFORE REFERRED TO

	First Column (Names of Lessors)	Second Column (Signatures of Lessors)	Third Column (Signature of Witness)	Fourth Column (Dates of Execution)
99.	Tiniura	Wichman	m.a. <i>Tiniura Wichman</i>	David 18. 4. 69
100.	Te Rangī	Wichman	f.a. <i>Te Rangī Wichman</i>	David 18. 4. 69
101.	Poko	Wichman	f.a. <i>Poko Wichman</i>	David 18. 4. 69
102.	Neria	Wichman	f.a.	
103.	Pii	Wichman	f.a. <i>Pii Wichman</i>	David 18. 4. 69
104.	Toka	Te Tini	m.a.	
105.	Toreka	Te Tini	f.a.	
106.	Nii	Te Tini	f.a. <i>Nii Te Tini</i>	David 18. 4. 69
107.	Ngai	Te Tini	f.a. <i>Ngai Te Tini</i>	David 18. 4. 69
108.	Moeroa	Te Tini	f.a.	
109.	Minona	Cowan	f.a. <i>Minona Cowan</i>	David 18. 4. 69
110.	William	Cowan	m.a. <i>William Cowan</i>	David 18. 4. 69
111.	Matamaki	Mataara	m.a. <i>Matamaki Mataara</i>	David 18. 4. 69
112.	Tauriki	Romia	f.a. <i>Tauriki Romia</i>	David 18. 4. 69
113.	Fouarii	Tanetusao	f.a. <i>Fouarii Tanetusao</i>	David 18. 4. 69
114.	Arasena	Kaitanu	f.a.	
115.	Phylis	Warren	f.a.	
116.	Violet	Warren	f.a.	
117.	William	Warren	m.a. <i>W. Warren</i>	David 21. 4. 69
118.	Charles	Warren	m.a. <i>Charles Warren</i>	David 18. 4. 69
119.	John	Tuaine	m.a. <i>John Tuaine</i>	David 18. 4. 69
120.	Paraia	Tuaine	m.a.	
121.	Ngamata	Tuaine	f.a.	
122.	Manavaroa	Tuaine	m.a. <i>Manavaroa Tuaine</i>	David 18. 4. 69
123.	Matangaro	Tuaine	f.a. <i>Matangaro Tuaine</i>	David 9. 6. 69
124.	Tuainekore	Maropai	m.a. <i>Tuainekore Maropai</i>	David 18. 4. 69
125.	Kaokaomaki	Maropai	m.a.	
126.	Makiroa	Maropai	f.a. <i>Makiroa Maropai</i>	David 18. 4. 69
127.	Ngavaine	Maropai	f.a. <i>Ngavaine Maropai</i>	David 18. 4. 69
128.	Te Okotai	Maropai	m.a.	
129.	Terepai	Maropai	f.a.	
130.	Tupuutu	Maropai	m.a.	
131.	Pati	Maropai	f.a.	
132.	Tonorio	Maropai	m.a. <i>Tonorio Maropai</i>	
133.	Maropai	Maropai	m.a. <i>Maropai Maropai</i>	David 18. 4. 69
134.	Marokaa	Maropai	m.a.	
135.	Tamaka	Tamanuiiti	m.a.	
136.	Tuainekore	Tamanuiiti	f.a. <i>Tuainekore Tamanuiiti</i>	David 18. 4. 69
137.	Tauvira	Tauna	m.a.	
138.	Tungane	Tauna	f.a. <i>Tungane Tauna</i>	David 18. 4. 69
139.	Ngatuakana	Tauna	m.a. <i>Ngatuakana Tauna</i>	David 18. 4. 69
140.	Nooenua	Tauna	m.a. <i>Nooenua Tauna</i>	David 18. 4. 69
141.	John	Ua Tutangata	m.a.	
142.	Mata	Ua Tutangata	m.a.	
143.	Ritia	Mamanu	f.a. <i>Ritia Mamanu</i>	David 18. 4. 69
144.	Ringiao	Mamanu	m.a.	

100.	Te Rangī	Wichman	f.a.
101.	Poko	Wichman	f.a.
103.	Pii	Wichman	f.a.
106.	Nii	Te tini	f.a.
107.	Ngai	Te Tini	f.a.
109.	Minona	Cowan	m.a.
110.	William	Cowan	m.a.
111.	Matamaki	Mataara	f.a.
112.	Tauariki	Romia	f.a.
113.	Pouarii	Tanetuao	m.a.
117.	William	Warren	m.a.
118.	Charles	Warren	m.a.
119.	John	Tuaine	m.a.
122.	Manavaroa	Tuaine	f.a.
123.	Matangaro	Tuaine	m.a.
124.	Tuainekore	Maropia	f.a.
126.	Makiroa	Maropai	f.a.
127.	Ngavaine	Maropai	m.a.
132.	Tonorio	Maropai	m.a.
133.	Maropai	Maropai	f.a.
136.	Tuainekore	Tamanuitti	f.a.
138.	Tungane	Tauna	m.a.
139.	Ngatuakana	Tauna	m.a.
140.	Nocenua	Tauna	f.a.
143.	Ritia	Mamanu	m.a.
145.	Natua	Mamanu	m.a.
146.	Taio	Tiputoa	m.a.
150.	Mateora a	Kakara	f.a.
151.	Mata	Vaatera	m.a.
152.	Te Pou	Apenera	m.a.
160.	Te Angi	Uri	m.a.
163.	Miri	Tuaana	m.a.
164.	Tuareka	Tuaana	m.a.
168.	Te Io	Tuaana	f.a.
170.	Te Anoaio	Tari	m.a.
172.	Mare	Tari	f.a.
173.	Puretu	Tapuae	f.a.
175.	Tumai	Fariu	m.a.
177.	Rooma	Fariu	m.a.
178.	Fariu	Fariu	m.a.
181.	Punua	Fariu	f.a.
184.	Tere	Tapuae	m.a.
185.	Tapuae a	Tapaeu	f.a.
187.	Tuainekore	Solomona	f.a.
190.	Ena	Solomona	f.a.

THE SCHEDULE HEREINBEFORE REFERRED TO

First Column (Names of Lessors)	Second Column (Signatures of Lessors)	Third Column (Signature of Witness)	Fourth Column (Dates of Execution)
91. Miimetua Solomona f.a.			
92. Te Puapiki Solomona f.a.			
93. Tauai Solomona m.a.			
94. Vaine Nooroa m.a.			
95. Ngatokoa m.a.			

SIGNED by the Lessors whose names appear in the First Column of the Schedule to the within Deed by affixing their signatures in the Second Column of the said Schedule in the presence of us the undersigned whose signatures appear opposite their names as their respective witnesses in the Third Column of the said Schedule on the respective dates shown in the Fourth Column of the said Schedule AND we the said witnesses HEREBY CERTIFY that prior to the execution thereof by the said Lessors whose signatures we have witnessed the contents and effect of the within Deed were first read over and explained to such Lessors respectively AND they did fully understand the meaning and effect thereof AND further that there were first endorsed thereon a plan of the land affected by the within Deed and a translation in the Maori language of the Cook Islands of the contents thereof certified as correct by Tai Te Keu Official Interpreter.

*R. David*  
Deputy Registrar  
Nanotonga

*K. Bayarua*  
Registrar of the Land Court  
Nanotonga

SIGNED by LESLIE JAMES DAVIS HIGH )  
COMMISSIONER OF THE COOK ISLANDS for )  
and on behalf of HER MAJESTY THE )  
QUEEN as Lessee in the presence of )  
the undersigned :

*L. J. Davis*

Witness: *K. Bayarua*  
Occupation: *Registrar of the Land Court*  
Address: *Nanotonga*

tanga

TEIA KOREROMOTU i tataia i teia ra 8 o Upesara mataiti Okotai tauatini e iva anere e Ono-ngauru-ma-iva I ROTOPU I TE AU ATU-ENUA o te Kuki Airani tena to ratou au ingoa kua tataia i roto i te pae nua o te Irava Openga nei (tei akarangaia amuringake nei ma to ratou au mono e ko te "pae Tua-tai") o tetai pae MA TE ARIKI VAINA NGATEITEI (tei akarangaia amuringake nei e ko te "Korona") o tetai mai pae KIA KITE e no runga i te moni mataiti i akatakaia mai e no runga oki i te au tuatua koreromotu e tetai atu au tuatua ta te Korona i koreromotu e ka rave a ia e ka akono mei tei tau i ta te ture i apil mai TE KOREROMOTU RIITI ATU NEI te pae Tua-tai ki te Korona I TE KATOANGA O TE ENUA tera te maata e RUA-NGAURU-MA-ITU EKA E RUA RUUTI E ONO PEETI (27 eka; 2 ruuti; 05. peeti;) me kua maata atu me kua meangiti mai e tei runga i te Enua ko Rarotonga i roto i te Kuki Airani e ko tetai TUANGA IA o te enua ta te Akavaanga Enua i akaingoa e ko ONEMARU E TE MATI TUANGA B3 C ARORANGI e kua akakiteia mai te reira i roto i te tukuanga tika Atu-enua ta taua Akavaanga ra i rave i te ra Rua-ngauru-ma-rima o Okotopa mataiti Okotai tauatini e iva anere e Ono e kua akapapua mai te tutu tikai o taua enua nei i roto i te mapu i runga i teia koreromotu e kua akairora ki te peni muremura E KA VAI te reira ki te rima



10. MEI te mea e kare te Korona e anoano i te akaangaanga i te ona tikaanga no te akaouanga nei tei akatika ia i roto i teia koreromotu riiti nei ka tikaia a ia kia akatea i te are ma tetai atu au apinga nei te are te tu te ka rauka i te akatea noa atu e kua tapuia me kare i tamouia ki roto i te one e kare katoa oki a ia e tutaki i tetai atu moni ke ki te pae Tua-tai no te reira au spinga ta ana ka akatea.

TERA RA ko taua akaateanga nei kia raveia te reira i mua ake me kore ra i roto i te toru marama i muri ake i te pouanga i te te tuatai i akatikaia o teia koreromotu nei.

E TERA KATOA TETAI ko te au ngai tei akaateia mai te au are ma tetai atu au apinga nei te are te tu nei runga kia vaocia te reira ma te ma e te tau meitaki tika.

11. E tikaanga to te Korona i tetai taima ua atu i roto i te tuatai o teia koreromotu kia akatea i tetai ua atu tu rakau me ko tetai uatu spinga tupu e tupu ra i runga i teia enua nei.

12. KA akono te Korona i roto i te tuatai o teia koreromotu i teia enua auraka te au tu rakau ngangaere kua kua tapuia ki runga i teia enua e ka kauraro a ia ma te rave i te au ture te ka mana ki runga i te Enua tei reira teia enua i koreromotu riiti ia nei.

13. NA te Korona e tutaki i roto i te tuatai o teia koreromotu riiti i te au tutakianga ma te au tero te ka akairia ki runga o teia enua i riiti ia nei.

14. KO te au pae Tua-tai, me ko tetai ua i a ratou, ma te ratou au mono, au tavini, au rima-rave e to ratou au tangata angaanga, te akatikaia nei ma te tutakikore, i tetai mataara no ratou no te tuatai opengakore, ei mataara no ratou ki roto, ki vao e te oki ka muri na raro ua, me kore ra, na runga i te oroenua, ma ta ratou au spinga angaanga-tanu, me kore ra, ma te kore e spinga angaanga-tanu, i te po me i te ao, e ko taua mataara nei ra e RUA-NGAURU (20) links te atea e ka na runga te reira i tera tuanga o te enua ko Onemaru e Te Mati Tuanga 83.C e kua akatakala mai te tutu tika o te reira i runga i te mapu i roto i teia koreromotu e kua akakara ia te reira ki te peni auika. Noa atu e kua akatika ia teia mataara nei no te au pae Tua-tai e tikaanga rai to te Korona kia akatu e kia akono i tetai ngutupa i tera au tuanga o taua enua nei ko Onemaru e Te Mati Tuanga 83.C te ka na reira te mataara aravei atu ei i te Ars Metus, e ko taua ngutupa nei, kia topiria te reira i te au taima katoatoa me kare te mataara e inangaromia kia aereia.

15. ME ko ki te ra no te tutakianga i te moni mataiti e kare te reira e tutakia mai e me topa i reira e toru marama ki muri mai e kare rai taua moni mataiti ra e tutakia mai me kore ra me kare te Korona i roto i tetai ua atu toru marama e akono ma te rave i te au tuatai koreromotu ma te au tuatai katoatoa i oti i te akakiteia mai i roto i teia koreromotu kia rave a ia e kia akono te tikaia nei na roto i te aereanga ture kia rave akaou te pae Tua-tai i teia enua ki te ratou rima e kia akaope koia oki kia akakore takiri i teia koreromotu nei tera ra kare e rauka i te reira akakoreanga i te arai i te tikaanga o te pae Tua-tai i te oro i te Korona no runga i te moni mataiti ta te Korona kare e tutaki mai e tae ua atu ki te ra o te akakoreanga takiri o teia koreromotu nei.

16. TE akatika katoa nei te pae Tua-tai e me e ako e kare te Korona e tutaki i te moni mataiti me tae ki te ra tutakianga no te reira nei tei akakiteia mai i roto i teia koreromotu i reira na te Retita o te Akavaanga Enua o te reira tuatai na roto i te ingoa o te pae Tua-tai no ratou uorai e rave ma te akaangaanga i te au mana katoatoa o te pae Tua-tai mai tei akakiteia mai i roto i te Irava Okotai-ngauru-ma-rima o teia koreromotu.

17. ME oti teia koreromotu riiti i te akamanaia te akatika nei te Korona e ka oronga a ia i tetai au raitini ki tetai au pae Tua-tai (ta te Korona ka akataka) no runga i tetai au tuanga o teia enua nei ko Onemaru e Te Mati tuanga 83.C te ka kore e inangaromia rave no te akakoreanga o te Korona, no te akakoreanga tanu a taua au pae Tua-tai ra na runga i te au tuatai e te akonoanga ta te Korona ka akataka.

EI KITE i teia koreromotu kua tata aua nga pae i o raua

ingoa i te ra e te mataiti i oti i te tataia i mua mai nei.

I hereby certify the foregoing to be a true and correct translation of the within written Deed of Lease.

*Tan Te Koro*  
Official Interpreter.

Received copy  
J. Duncan  
17.6.70

Original Deed uplifted by me this 31st  
day of August, 1978.

*[Faint, illegible text]*

Record 236

Dated 18th April 1969

Onemara & Temati 83C

Native Land Owners

to

The Crown

DEED OF LEASE

**Land Titles for Aitutaki Cable Station**

- I. Papaea Section 14, Reureu, Arutamga;
- II. Maratea Section 15A, Reureu, Arutamga;
- III. Maratea Section 15B, Reureu, Arutamga; and
- IV. Maratea Section 16 Reureu, Arutamga;

ENT. REGISTER



THIS DEED made the 23 day of January One thousand nine hundred and Sixty-eight BETWEEN THE LAND OWNERS of the Cook Islands whose names are set out in the first column of the Schedule hereto (hereinafter with their respective successors called "the Lessors") of the one part AND HER MAJESTY THE QUEEN (hereinafter called "the Crown") of the other part WITNESSETH that in consideration of the rent hereby reserved and of the covenants and conditions on the part of the Crown herein contained and by law implied the Lessors DO HEREBY LEASE unto the Crown ALL THAT PARCEL OF LAND containing ONE ROOD THIRTY-TWO PERCHES (0.a: 1r: 32.p.) more or less situated in the Island of Aitutaki in the Cook Islands and being PART of the land named by the Native Land Court TAKAPORA SECTION 258 ARUNANGA and comprised in a Freehold Order made by the said Court on the Thirteenth day of September One thousand nine hundred and Thirty-nine as the said parcel of land is more particularly delineated and described in the plan thereof drawn hereon and therein edged red TO HOLD the same unto the Crown for the term of SIXTY YEARS computed from the First day of October One thousand nine hundred and Sixty-seven upon and subject to the following covenants and conditions :-

1. THE land hereby leased shall be used for Public Purposes only within the meaning of Section 364 of the Cook Islands Act 1915 and the lease hereby granted shall in all respects be subject to the provisions and conditions contained in Section 13 of the Statutes Amendment Act, 1945.

2. (a) For and during the first FIFTEEN YEARS of the said term the Crown shall pay an annual rental of SEVEN DOLLARS TWENTY CENTS (\$7.20);
- (b) For and during each succeeding period of FIFTEEN YEARS of the said term the Crown shall pay an annual rental calculated on the basis of Five Dollars per centum of the Capital Value of the said parcel of land, after deducting therefrom the value of all improvements effected by the Crown thereon, following valuations to be made as at the First day of October in the year immediately following the expiration of each period of fifteen years of the term hereby granted but in no case shall the rental be less than SEVEN DOLLARS TWENTY CENTS (\$7.20) per annum;
- (c) The annual rental shall be paid yearly in advance on the First day of October in each and every year of the said term.

3. THE Capital Value shall be ascertained as follows :-
- (a) If there shall be a system of Government valuation of lands in force in the Island of Aitutaki the Capital Value shall be such sum as shall be determined by the Government Valuer.
- (b) If there shall be no system of Government valuation of lands in force in the said Island the Capital Value shall be determined by the Land Court in such manner and upon such evidence as the said Court shall deem proper.

The word "Improvements" shall mean all work actually done or materials used on or for the benefit of the land by the expenditure of capital or labour by the Crown in so far as the effect of the work done or materials used is to increase the value of the land and the benefit thereof is unexhausted at the date of the valuation. The words "Value of Improvements" shall mean the added value which at the date of valuation the improvements give to the land.

4. IT shall be the duty of the Crown on the dates aforesaid and at the expense of the Crown to apply for and obtain such valuations or to apply to the Land Court to determine the Capital Value. If the Crown makes default in so doing the Lessors may apply and recover the cost thereof from the Crown.

5. THE Crown shall have a PERPETUAL RIGHT OF RENEWAL of the lease hereby granted any such renewal being upon the same terms and conditions as are herein contained and implied save as to the annual rental payable for the first fifteen years thereof provided that no term of renewal shall in itself exceed Thirty Years from the date of expiry of the immediately preceding term.

6. THE annual rental for the first fifteen years of any renewed term granted in pursuance of the terms of this lease shall be a sum equal to Five Dollars per centum of the Capital Value of the land comprised herein as at the date of commencement of such renewed term after deducting the value of any improvements effected on the said land by the Crown up to that date and thereafter shall be a sum calculated in the same manner as is set out in Clause 2 (b) hereof.

7. SHOULD the Crown desire to exercise its right of renewal it shall give to the Lessors at least Three Calendar months prior to the expiry of the term hereby granted notice in writing of such its desire.

SIGNED by LESLIE JAMES DAVIS HIGH  
COMMISSIONER OF THE COOK ISLANDS for  
 and on behalf of HER MAJESTY THE  
QUEEN as Lessee in the presence of  
 the undersigned :

*L. J. Davis*

Witness:

Occupation:

Address:

*Public Servant*  
*Rose Bay*

*Registrar*  
*Rose Bay*

TEIA KOREROMOTU i tatau i teia ra <sup>23</sup> o <sup>January</sup> mataiti  
 Okotai tauatini e iva anere e Ono-ngauru-ma-rima i ROTOPU I TE AU ATU-ENUA o te  
 Kuki Airani tena to ratou au ingoa kua tatau i roto i te pae mua o te Irava Opanga  
 nei (te akarangaia amuringake nei ma to ratou au mono e ko te "pae Tua-tai") o  
 tetai pae E TE ARIKI VAINE NGATEITAI (te akarangaia amuringake nei e ko te  
 "Korona") o tetai mai pae KIA KITE e no runga oki i te au tuatua koreromotu e  
 tetai atu au tuatua ta te Korona i koreromotu e ka rave a ia e ka akono mei tei  
 tau i ta te ture i apii mai TE KOREROMOTU RIITI ATU NEI te pae Tua-tai ki te  
 Korona i TE KATOANGA O TE ENUA tera te maata e OKOTAI RUUTI E TORU-NGAURU-  
MA-RUA PEETI (O.eka; 1.runti; 52.peeti;) me kua maata atu me kua meangiti mai  
 e tei runga i te Enua ko Aitutaki i roto i te Kuki Airani e ko tetai TE ANGA IA  
 o te enua ta te Akavaanga Enua i akaingoa e ko TAKAPORA ANGA 258 ARUTANGA e  
 kua akakiteia mai te reira i roto i te tukuanga tika Atu-enua ta taua Akavaanga  
 ra i rave i te ra Okotai-ngauru-ma-toru o Tepetema mataiti Okotai tauatini e iva  
 anere e Toru-ngauru-ma-iva e kua akapapua mai te tutu tikai o taua enua nei i  
 roto i te mapu i runga i teia koreromotu e kua akairoia ki te peni muramura E  
KA VAI te reira ki te rima o te Korona no te tuatau e ONO-NGAURU MATAITI  
 akamata mai i te ra Tai o Okotopa mataiti Okotai tauatini e iva anere e Ono-  
 ngauru-ma-itu na runga e na raro i teia au tuatua koreromotu te ka raveia e te  
 ka akonoia, koia oki :-

1. KO teia enua i riititia nei ka akairoia te reira ei NGAI NO TE KATOANGA  
UA mei tei tau ki ta te Irava 364 o te Ture Kuki Airani, 1915 i akakite mai e  
 ko teia koreromotu riiti nei i akatikaia kia aru te reira ki te au tuatua ma te  
 au akonoanga i akakiteia mai i roto i te Irava 13 o te Ture Akatuke, 1945.
  2. (a) No nga Okotai-ngauru-ma-rima mataiti mua o te tuatau o teia koreromotu  
 riiti ka tutaki te Korona i te moni mataiti e ITU TARA E RUA-NGAURU  
TENE (\$7.20) i te mataiti;
  - (b) Ko te au Okotai-ngauru-ma-rima mataiti tatakitali te ka aru mai  
 amuringake ko te moni tutaki mataiti ka kimia te reira na runga i  
 te Rima Tara i te au Anere Tara tatakitali o te moni puapinga o teia  
 enua kia kirititia atu ra na mua te moni o te au apinga puapinga tei  
 akamouia e te Korona ki runga i taua enua nei e kia kimia te moni  
 puapinga o teia enua a te au ra Tai o Okotopa i te pouanga o te au  
 Okotai-ngauru-ma-rima mataiti tatakitali o te tuatau o teia koreromotu  
 riiti i akatikaia tera ra auraka rave te moni tutaki mataiti no tetai  
 na atu Okotai-ngauru-ma-rima mataiti kia meangiti mai i te ITU TARA  
E RUA-NGAURU TENE (\$7.20);
  - (c) Kia tutakitia te moni tutaki mataiti a te au ra Tai o Okotopa i roto i  
 te au mataiti tatakitali o te tuatau o teia koreromotu riiti nei.
  3. MEI teia te tu o te kimianga e te tukuanga i te moni puapinga :-  
 (a) Mei te mea e e akonoanga tuku moni puapinga no te enua ta te Kavamani  
 e mana ra i runga i te Enua ko Aitutaki na taua Tangata Tuku Moni  
 Puapinga o te Kavamani i reira e tuku mai i te moni puapinga te ka  
 tau no teia enua.
  - (b) Mei te mea ra e kare e akonoanga mei te reira te au i runga i te Enua  
 ko Aitutaki i reira na te Akavaanga Enua e kimi ma te tuku mai i te  
 moni puapinga te ka tau no teia enua na roto i ta ana kimianga ma te  
 tau tikai.
- Ko te tuatua e "te au apinga puapinga" teia to ona aiteanga ko te au  
 angaanga tikai tei raveia e te au apinga tikai tei akaangaangaia ki runga me  
 ei meitaki no teia enua na roto i te moni a te Korona e te angaanga tei raveia e  
 te Korona ki runga i teia enua ei puapinga no teia enua e ko taua puapinga ra  
 kare te reira e pou me e kore a te ra e kimia ei te moni puapinga o teia enua.  
 Ko te tuatua e "te moni o te au apinga puapinga" teia to ona aiteanga ko te  
 moni ta te au apinga puapinga ka oronga no te enua a te ra e kimia ei te moni  
 puapinga o teia enua.

CERTIFICATE of CONFIRMATION  
(Rule 51)  
The Cook Islands Act, 1915.

AT a sitting of the Land Court held at RAROTONGA  
this 13th day of May 1968

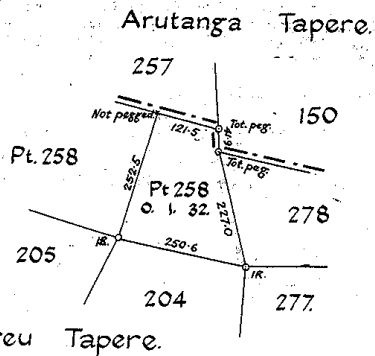
WHEREAS the said Court, after due inquiry, is satisfied that the alienation purporting to be effected by the within Deed has been effected in all respects in accordance with the law in force at the time of the execution thereof; and as to all matters upon which the said Court is by law required to be satisfied, the said Court hereby confirms the alienation (so far as it affects the shares of those persons whose names are written in the Schedule hereto) purporting to be effected by the within Deed.

SCHEDULE

- |     |                       |      |
|-----|-----------------------|------|
| 1.  | Pumati Tuainekeu      | m.a. |
| 3.  | Nikotemo Tuainekeu    | m.a. |
| 4.  | Moe Tuainekeu         | m.a. |
| 5.  | Taraiau Tuainekeu     | f.a. |
| 6.  | Neneva Tuainekeu      | m.a. |
| 7.  | Tutai a Noopuakapa    | f.a. |
| 9.  | Kamea Noopuakapa      | m.15 |
| 10. | Rangi a Noopuakapa    | f.14 |
| 11. | Teinkore a Noopuakapa | m.11 |
| 14. | Maitoe Nootai         | m.a. |
| 16. | Puarangi Nootai       | m.a. |

GIVEN under the Seal of the said Court at RAROTONGA  
this 13th day of May 1968, in the presence of -

*Alfred...*  
Chief Judge



Takapora Pt. Section 258.  
Reureu Tapere Arutanga District  
Island of Aitutaki  
Scale: 2 Chains, to an inch

8. THE Crown shall have the right in the event of its not exercising the right of renewal herein contained to remove all buildings and other structures capable of removal whether or not the same be affixed to the soil and shall not be liable to pay to the Lessors any compensation in respect of such removal.

PROVIDED HOWEVER that such removal shall be effected prior to or within three months after the expiration of the term hereby granted.

AND PROVIDED FURTHER that the sites of any buildings or other structures removed shall be left in a clean and tidy condition.

9. THE Crown shall during the said term keep the said land free from all noxious weeds and growths and shall comply with the laws for the time being in force in the said Island relating thereto.

10. THE Crown shall pay all rates and taxes which may during the said term be levied and payable in respect of the land hereby leased.

11. IF the rental hereby reserved or any part thereof shall be in arrear and unpaid for the space of three calendar months after the same shall have become due or if the Crown for a like period fails to observe or perform any of the covenants or conditions on its part herein contained or implied it shall be lawful for the Lessors thereupon or at any time thereafter to re-enter upon the said land and terminate this lease but without prejudice to the rights of the Lessors to recover any rent which may be in arrear or unpaid at the date of such termination.

12. THE Lessors hereby further agree that in the event of default on the part of the Crown in the due payment of the rent hereby reserved the Registrar for the time being of the Land Court may in the name of the Lessors and on their behalf assume and exercise all the powers of the Lessors as set out in Clause eleven hereof.

IN WITNESS whereof these presents have been executed by the parties hereto on the day and year first hereinbefore written.

THE SCHEDULE HEREINBEFORE REFERRED TO

First Column (Names of Lessors)	Second Column (Signatures of Lessors)	Third Column (Signature of Witness)	Fourth Column (Dates of Execution)
1. Pumati Tuainekeu m.a.	<i>Pumati Tuainekeu</i>	<i>John Caulley</i>	23.1.68
2. Tarune Tuainekeu f.a.	<i>Tarune</i>	<i>John Caulley</i>	
3. Nikotemo Tuainekeu m.a.	<i>Nikotemo Tuainekeu</i>	<i>John Caulley</i>	23.1.68
4. Moe Tuainekeu f.a.	<i>Moe Tuainekeu</i>	<i>John Caulley</i>	30.1.68
5. Taraiaru Tuainekeu f.a.	<i>Taraiaru Tuainekeu</i>	<i>John Caulley</i>	3.2.68
6. Neneva Tuainekeu m.a.	<i>Neneva Tuainekeu</i>	<i>John Caulley</i>	3.1.68
7. Tutai a Noopuakapa f.a.	<i>Tutai a Noopuakapa</i>	<i>John Caulley</i>	13.2.68
8. Kareva a Noopuakapa m.a.	<i>Kareva a Noopuakapa</i>	<i>John Caulley</i>	
9. Kamea a Noopuakapa m.15 (by his trustee Tutai a Noopuakapa)	<i>Tutai a Noopuakapa</i>	<i>John Caulley</i>	13.2.68
10. Rangl a Noopuakapa f.14 (by her trustee Tutai a Noopuakapa)	<i>Tutai a Noopuakapa</i>	<i>John Caulley</i>	13.2.68
11. Teinakore a Noopuakapa m.11 (by his trustee Tutai a Noopuakapa)	<i>Tutai a Noopuakapa</i>	<i>John Caulley</i>	13.2.68
12. Ranginui Nootai NZ m.a.	<i>Ranginui Nootai</i>	<i>John Caulley</i>	
13. Tini Nootai NZ f.a.	<i>Tini Nootai</i>	<i>John Caulley</i>	
14. Maitoe Nootai m.a.	<i>Maitoe Nootai</i>	<i>John Caulley</i>	24/1/68
15. Nootai Nootai m.a.	<i>Nootai</i>	<i>John Caulley</i>	
16. Puarangi Nootai m.a.	<i>Puarangi Nootai</i>	<i>John Caulley</i>	24/1/68
17. Te Ngaru Nootai NZ m.a.	<i>Te Ngaru</i>	<i>John Caulley</i>	

SIGNED by the Lessors whose names appear in the First Column of the Schedule to the within Deed by affixing their signatures in the Second Column of the said Schedule in the presence of us the undersigned whose signatures appear opposite their names as their respective witnesses in the Third Column of the said Schedule on the respective dates shown in the Fourth Column of the said Schedule AND we the said witnesses HEREBY CERTIFY that prior to the execution thereof by the said Lessors whose signatures we have witnessed the contents and effect of the within Deed were first read over and explained to such Lessors respectively AND they did fully understand the meaning and effect thereof AND further that there were first endorsed thereon a plan of the land affected by the within Deed and a translation in the Maori language of the Cook Islands of the contents thereof certified as correct by Tai Te Keu, Official Interpreter.

*John Caulley*  
Registrar of the Land Court

*John Caulley*  
Deputy Registrar

## RAROTONGA (22-31 AUGUST 2016)

**Government Ministries /Agencies State Owned Enterprises**

1. Mr. Garth Henderson, Financial Secretary, Ministry of Finance and Economic Management
2. Ms Elizabeth Wright-Koteka, Chief of Staff, Office of the Prime Minister
3. Ms. Pua Hunter, Director-IT Division, Office of the Prime Minister
4. Mr. Ben Ponia, Head of Ministry, Ministry of Marine Resources
5. Mr. Ngere George, Senior Fisheries Officer, Ministry of Marine Resources
6. Mr. Kori Raumea, Director of Inshore Fisheries & Aquaculture at Ministry of Marine Resources
7. Mr. Ngametua Pokino, Head of Ministry, Infrastructure Cook Islands
8. Mr. Bim (Tou) Nooroa, General Manager, Ports Authority
9. Mr. Rimmel Poila, Senior Compliance Officer, National Environment Service (NES)
10. Mr. Vavia Tangatataia, Manager Advisory & Compliance Division (NES)
11. Mr. Metua Vaiimene, Director, Destination Cook Islands, Cook Islands Tourism
12. Te Tuhi Kelly, Corporate Services Director, Ministry of Internal Affairs
13. Ms. Ruth Pokura, Gender Division, Ministry of Internal Affairs
14. Mr. Lloyd Miles, Land and Legal Manager, Cook Islands Investment Corporation
15. Mr. Sam Brown, Independent Private Sector contractor
16. Mr. Michael Henry, Chairman, Cook Islands Investment Corporation

**Development Partners**

17. Mr. Joseph Mayhew, First Secretary (Development)/ New Zealand Aid Programme Manager

**Civil Society**

Representatives from Cook Islands Civil Society Organization,

18. Ms. Lydia Sijp
19. Mr. Kelvin Passfield (Te Ipukarea Society)
20. Mr. Rod Dixion, USP Director
21. Ms. Tuiane Marsters (CICSO, legal advisor)

**Traditional Leaders (Members of the House of Ariki)**

22. Mr. Tou Travel Ariki – Kaumaiti Nui – President of HOA
23. Mr. Tinomana Tokerau Ariki – Kaumaiti Iti – Vice President of HOA, Spokesperson
24. Dame Makea Karika Ariki – Margaret Dame (MBE)
25. Mr. Makea Vakatini Joseph Ariki
26. Ms. Kainuku Kapiri i te Rangī Ariki
27. Ms. Pa Tēpaeru Teariki Upokotini Marie Ariki (OBE), Representative (Kauono) Moeroa Kaveao

**International NGOs**

28. Dr. Nan Daeschler Hauser - Director Centre for Cetacean Research and Conservation, Box 3069 Avarua, Cook Islands PH; 682 27 666 Email: [nan@whaleresearch.org](mailto:nan@whaleresearch.org)
29. Dr. Travis Horton, Associate Professor, Earth System Science College of Science Department of Geological Science University of Canterbury Christchurch 8140, New Zealand 64 3 364 2987 ext 7734 Email: [travis.horton@canterbury.ac.nz](mailto:travis.horton@canterbury.ac.nz)
30. Mr. Stan Wolfgramm Director Drum Productions Auckland NZ 64 274 966 147 Email: [stan@drumproductions.co.nz](mailto:stan@drumproductions.co.nz)



**Private Sector**

Chamber of Commerce Board Members

31. Mr. Mike Pynenburg, Chair (Director, Computer Man)
32. Ms. Lynne Samuel, Executive Director
33. Ms. Teresa Manarangi -Trott
34. Mr. Bob Taylor (GM, Edgewater Resort)
35. Mr. Gerrard Kaczmarek (Owner-Café Salsa)
36. Mr. Brian Baudinet
37. Ms. Erica Anderson

**List of People Met**  
**AITUTAKI (29-31 August 2016)**

<b>Date</b>	<b>Name</b>	<b>Organization</b>	<b>Position</b>	<b>Contact</b>
	<b>Island Administration</b>			
29 Aug	1. Temaga Bishop	Island Council	Mayor	
Mon	2. Tuaine George	Island Council	Executive Officer	
	3. Bobby Bishop	National Environment Service	Head & Island Council Member	
	4. Tueve George	Island Council	Exec Officer-Infrastructure	
	4. Philip Henderson	Bluesky	CEO	phenderson@bluesky pacificgroup.com
	5. Alice	Bluesky	Manager	
	6. Richard	Marine Resources	Head	
	7. Lloyd Miles	Cook Islands Investment Corporation (CIIC)	Land Manager	
	<b>Chiefs of Aitutaki</b>			
30 Aug	8. Pumati	Chairman, Aitutaki Vaka Matae	Chief?	Island Council Office
Tues	9. Tunui Mati	Mataipo (Chief)	Chief	Island Council Office
	10. Memory Teinangaro	Mataipo (Chief)	Chief	Island Council Office
	11. Toanui Isamaeua	Mataipo (Chief)	Chief & Member of Parliament	Island Council Office
	12. Tuaine Natini	Mataipo (Chief)		Island Council Office
	13. Tapaeru Cameron	Mataipo (Chief)		Island Council Office
	14. Tuiao Messine	Mataipo (Chief)	Govt Rep	Island Council Office
	15. Koputai Cecil	Mataipo (Chief)	Women's Group	Island Council Office
	16. Tarotia Tom	Mataipo (Chief)		Island Council Office
	<b>Religious Advisory Council</b>			Island Council Office
	17. Aito Alik	Catholic Church	Elder	Island Council Office
	18. Fr. Fernando	Catholic Church	Priest	Island Council Office
	19. Pastor Noo Maliti	Apostolic Church	Pastor	Island Council Office
	20. Pastor Richard			Island Council Office
	21. Rev Tuake Daniel	Vaipo CICC		
	22. Pastor Charlie Taamo	Seventh Day Adventist		
	22. Ruatupu Anitonia	Latter Day Saints Church	Secretary RAC	
	23. Nigel Ngatuakana	Latter Day Saints Church	President (Aitutaki)	
	<b>CIIC &amp; Business</b>			
	24. Michael Henry	CIIC and Tumanu Resort	Chairperson; Co-owner	
30 Aug	25. Rob	Ministry of Education (MOE)	Acting Head/ICT Head	

Date	Name	Organization	Position	Contact
	27. Ronnie Sakei	MOE	System Administrator	
	<b>NGOs/Women's Orgs</b>			
	28. Alice Noff	Bluesky	Manager	55569
	29. Koi Bishop	Aitutaki	Women's Development Officer	31353
	30. Pani Tuapou	Arutanga Village Vainetini	Officer	72883
	31. Moeroa Mose	Nekaupara Village Vainetini	Officer	31508
	32. Matangavo Samuel	Arutanga Village Vainetini	Officer	56876
	33. Aroha Ramea	Amuri Village Vainetini	Secretariat	31446
	34. Ngaatu Okotai Tautu	Cook Island CL	Officer	70844
	35. Ngavaine Tekopua	Tautu Oire	Officer	
	36. Oro Kamoe	Vainetini	Officer	31736
	37. Tearoa Ngatokoa	Vaipac Vainetini		
	38. Ngatokorua Kamoe	Vaipeka Vainetini & Catholic Vainetini	Officer	31401
	39. Ngavaine Tekopua	Child Welfare	President	
	40. Mata Isamaela	Aitutaki Vainetini (Women)	President	
	41. Ngapare Tatira	Te Iti Vaine Aroa	Chairperson	70210
	42. Tanaatua Tschan	To Te Iti Vaine Aroa	Comittee	
	<b>Ministry of Internal Affairs (Aitutaki)</b>			
	43. Kaleena Davey	Internal Affairs	Officer- Girls' Brigade	52077
	44. Mahina Manapori	Internal Affairs	Disability/Elderly	50992
	45. Joanna Patterson	Internal Affairs	Disability Coordinator	
	<b>Aitutaki Island Administration</b>			
	46. Temanu Unuka	Infrastructure	Coordinator	
	47. Tuaine George	Aitutaki Island Government	Executive Officer	
	48. Makaro Katu	Aitutaki Island Government	Supervisor	
	<b>Aitutaki Wider Consultations</b>			
	49. Alice Noff	Bluesky	Manager	
	50. Misspa Isanoewa	Cooks Islands Tourism		79501
	51. Joanna Patterson	Ministry of Internal Affairs- Disability	Coordinator	intafai@aitutaki.net.ck

Date	Name	Organization	Position	Contact
	52. Mahina Manapori	Ministry of Internal Affairs	Asst. Coordinator	50992
	53. Katapu Taurae White	Ureia Vaka Mataipo (Chief)	Secretary	31647
	54. Rowan Strickland	Aitutake Conservation Trust	Trustee	31085
	55. Strickland H.	Ureva Island Council	Officer	
	56. Tereapii Poto Williams	Amuri Island Council	Deputy Mayor?	
	57. Tamanga Bisop		Mayor	
	<b>Private Sector</b>			
	58. Stephen Doherty	Turama Pacific Travel Group	Marketing Manager	

**Wider Stakeholder Consultation/ Public Consultation (Rarotonga)  
Friday 26<sup>th</sup> August 2016, MFEM boardroom ( 11.30am – 1.00pm)**

Comment:

- Rarotonga landing site option 3 – Not crown land, is a lease in perpetuity

Questions and Answers (Q&A):

**(Jean Media, CITV)**

Q: If there is a break or damage to the cable from Samoa is there a back-up in plan?

A: Yes, French Polynesian is the alternative

Q: When does the French Polynesian cable come into play and has the current project team only come to do the Samoa line and does Aitutaki have a back-up?

A: At the moment, the current project is from Samoa to the Cook Islands (spur to Rarotonga). Discussions are ongoing for the French Polynesian connection, a lot of work has been done and they team (ADB, NZ, Cook Islands) has weekly meetings.

The team in country to work on the ADB Environmental and Social Safeguards only.

Q: Will the seismic activity along the Tongan trench affect our cable?

A: Possibly, we are not sure. The research by this in-country team will provide us with the information we need for the cable placement

Q: Bluesky owns the cable network and station, do they have the capability for additional capacity?

A: The Bluesky site has capability to include additional capacity or we can look at an alternative structure.

**Rod Dixon (USP)**

Q: There is an assumption that O3B will provide service to the Outer Islands, it is rumored that O3b will pull their service if the cable goes ahead

A: Dynamics are there for other providers if O3b pull their service

**Kelvin Passfield (Te Ipukarea Society)**

Q: How much is the loan?

A: NZ is contributing a 3<sup>rd</sup> of the financing currently the figures are:

CIG-46M (ADB Loan, yet to be determined)

NZ-15M

Cook Islands Government still needs to find an additional 28M to complete the project, but these figures are not set yet. There is still work to be done. MFEM is working on the debit sustainability side of things. With the cable option, Cook Islands debit sustainability financing works out to be less than what our current costs are now.

The French Polynesian option will also reduce the Cook Islands cost and connecting to our cable is their redundancy option.

**Polly Tongia – (Cook Islands Family Welfare Association) – Did her master's thesis on cable options and orbiting satellites.**

Statement – Would like the cables to be smaller and ensure capability with current network

Q's Is the cable the Cook Islands Investment and would like to see public costs come down. Also, what is the projected plan for the cable i.e. how do you set up to match the new technology?

A: A lot of work has been done and they team (ADB, NZ, Cook Islands) has weekly meetings. It's still too early in the planning to discuss, this ADB team is here to do the ADB Environmental and Social Safeguards and the Marine assessments which will then feed into the other work that is being done. Cook Islands government are considering having a consortium and crown will be the major shareholder.

Q: There is a need for the telecommunications Act to be looked at

A: Government are looking into this. A lot of work has and is being done prior to this team coming in country.

**Maureen Hilyard- Cook Islands Internet Action Group**

Statement: Rutaki options – Shorter option (option 3) is preferred.

Q: Will there be restrictions where the cable will be buried/ placed. There is a lot of activity in that area. What is the impact/changes that will happen over the reef and do we own the cable (Rarotonga/Aitutaki) and do we have to maintain it.

A: The marine ecology specialist will be arriving in country to do the work on the selected options. It is too early to say what impacts/changes there will be until the assessments are done. Yes, we (CIG) will need to maintain the cable.

**Ben Ponia – Secretary for the Ministry of Marine Resources**

Q: With the outer islands depopulation and the technology gap will we be creating a new imbalance?

A: Currently, we're not in a position to answer

Tuaine Marsters – Civil Society Organisation, Legal advisor

Statement: This project has her full support, please ensure when the project is being implemented (digging) you stay in confines of the road easement boundaries. If you need help with the families for the land, she is happy to assist with the talks.

**Lloyd Miles – CIIC land lawyer**

Clarifying the Rutaki school land ownership – It isn't Crown land; it is Native freehold land and the lease is a lease in perpetuity. The next renewal is in 2020.

**Week Key messages 22 – 26 August**

- Civil Society should be included in project planning through all stages of project preparation, implementation and on completion – Ministry of Internal Affairs, Gender division
- Critical – check land leases to ensure the land ownership and/or crowns entitlements to the leased land
- Rarotonga preferred landing site option – Option 3, shortest track from the ocean to the shore
- Chamber would like there to be a telecommunications regulator (Should not be a Bluesky cable, they already own the monopoly). If the cable becomes the Bluesky cable it defeats the purpose of putting it in. The infrastructure is fine, but would like to ensure separation occurs. Government should own the cable and the cable regulator should be from New Zealand.  
When the cable is put in place, would like there to be a clear distinction between wholesale and commercial costs.  
The telecommunications legalization and regulations need to be looked at
- The cable will help to improve:
  - efficiencies for business
  - provided economic benefits, cost effective, faster access to the international businesses
  - easier access to the internet
  - Improve access to educational tools – online training
  - Improvement for the vulnerable/ abused - able to seek support outside of the local community
  - Improve accessibility to data storage capacity

## Minutes of Aitutaki Consultation on the Fiber Optic Cable Project

**Fishing Club Conference Room, Aitutaki  
31 August 2016**

### Agenda:

1. Opening remarks
2. Presentation of environmental and social findings
3. Question and Answers
4. Closing remarks

### Participants:

1. Government agencies
2. Non-government organizations/civil society
3. Private sector

The consultation started with a prayer.

Geza started the presentation focusing on the Team's terms of reference, members of the team, the executing and implementing agencies for the project. Also, the route of the proposed cable from Apia, Samoa to Rarotonga and Aitutaki via Niue. He outlined the environmental requirements. Moreover, the 4 options for cable landing sites were also presented. He was followed by Lulu to present social areas to be covered by the social impact assessment: land, gender, and poverty reduction.

Q & A followed, chaired by the Aitutaki Mayor.

### Questions and Answers:

1. Village Council rep: Island How long is the life span of the cable? 50-60 years (Geza).
2. Deputy Mayor: How often is maintenance work to be done on the cable?
3. Rowan/Aitutaki Conservation Trust: Supports the project. However, asked how the project will manage the laying down of the cable to minimize damage to the reefs?
4. Also, asked if business/tour operators were consulted by the Team. Recommended to meet with them. (A meeting was set up at 1pm by the Tourism Officer; 1 attended due to time constraint)
5. Deputy Mayor: Thinks that the shorter route is Option 4 (Reureu Village). He also clarified that his village (near the old airport) is not against if the cable will be laid from there (option 1).
6. Also, he asked about the timing for the tender of the cable project. He stated that the project should not be given to the Chinese contractors as their previous work on the island is "not good".
7. Female Chief: supports to land the cable in the shortest route from the reef near the main harbor (option 4).
8. Overall, all participants stated their strong support for the cable project. Also, thinks that option 4 is the best option due to shorter route thus reduced cost. They also highlighted that landowners need to be consulted.

### Involuntary Resettlement Screening Checklist

#### INVOLUNTARY RESETTLEMENT IMPACT CATEGORIZATION

Involuntary Resettlement Impact Categorization Checklist - Rarotonga

Date: 26 August 2016

Probable Involuntary Resettlement Effects	Yes	No	Not Known	Remarks
<b>Involuntary Acquisition of Land</b>				
1. Will there be land acquisition?		X		<p>Seabed is Crown Land up to the high-water mark. The cable landing site is a native freehold land on perpetual lease by government established in 1961, renewable every 20 years. Leased renewed by government in 2001 up to 2021),</p> <p>The cable station is also a native freehold land under a 60 years lease by the government established in 1968 (up to 2028).</p> <p>Right of way (ROW). The cable will be buried from the beach manhole to the cable station using existing secondary road. Although not legally declared public land, currently utility cables such as a power and water are buried along the road.</p>
2. Is the site for land acquisition known?		n/a		
3. Is the ownership status and current usage of land to be acquired known?		n/a		
4. Will easement be utilized within an existing Right of Way (ROW)?	X			
5. Will there be loss of shelter and residential land due to land acquisition?		n/a		The cable landing site is along the main road free of any structures. The cable station is the location of the Telecoms building proposed to house the fiber optic cable once it has landed on Apii Rutaki site.
6. Will there be loss of agricultural and other productive assets due to land acquisition?		n/a		
7. Will there be losses of crops, trees, and fixed assets due to land acquisition?		n/a		
8. Will there be loss of businesses or enterprises due to land acquisition?		n/a		
9. Will there be loss of income sources and means of livelihoods due to land acquisition?		n/a		



10. Will people lose access to natural resources, communal facilities and services?		n/a		
11. If land use is changed, will it have an adverse impact on social and economic activities?		n/a		
12. Will access to land and resources owned communally or by the state be restricted?		n/a		
<b>Information on Displaced Persons: N/A</b>				
Any estimate of the likely number of persons that will be displaced by the Project? If yes, approximately how many?			<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are any of them poor, female-heads of households, or vulnerable to poverty risks?			<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are any displaced persons from indigenous or ethnic minority groups?			<input type="checkbox"/> No	<input type="checkbox"/> Yes

**Involuntary Resettlement Impact Categorization Checklist – Aitutaki (September 2016)**

<b>Probable Involuntary Resettlement Effects</b>	<b>Yes</b>	<b>No</b>	<b>Not Known</b>	<b>Remarks</b>
<b>Involuntary Acquisition of Land</b>				
1. Will there be land acquisition?		x		Approximately easement of 1 m x 45 meters will be secured by government from landowners through negotiated settlement (Agreement) lease. It is estimated to be about 9 months to contact and secure approval from at least ¼ of estimated over 100 landowners.
2. Is the site for land acquisition known?	n/a			
3. Is the ownership status and current usage of land to be acquired known?	n/a			
4. Will easement be utilized within an existing Right of Way (ROW)?	X			
5. Will there be loss of shelter and residential land due to land acquisition?	n/a			
6. Will there be loss of agricultural and other productive assets due to land acquisition?	n/a			
7. Will there be losses of crops, trees, and fixed assets due to land acquisition?	n/a			
8. Will there be loss of businesses or enterprises due to land acquisition?	n/a			
9. Will there be loss of income sources and means of livelihoods due to land acquisition?	n/a			
<b>Involuntary restrictions on land use or on access to legally designated parks and protected areas</b>				
10. Will people lose access to natural resources, communal facilities and services?	n/a			
11. If land use is changed, will it have an adverse impact on social and economic activities?	n/a			
12. Will access to land and resources owned communally or by the state be restricted?	n/a			

<b>Information on Displaced Persons: N/A</b>		
Any estimate of the likely number of persons that will be displaced by the Project? If yes, approximately how many?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are any of them poor, female-heads of households, or vulnerable to poverty risks?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are any displaced persons from indigenous or ethnic minority groups?	<input type="checkbox"/> No	<input type="checkbox"/> Yes