

# Due Diligence Report

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## **Tonga “Tonga Outer Island Renewable Energy Project” (OIREP)**

### **Phase 2 (Mini-Grid Generation and Distribution)**

Prepared by the Tongan Government Ministry of Meteorology, Energy, Information, Disaster Management, Environment and Climate Change (MEIDECC) for the Asian Development Bank

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## ACRONYMS AND ABBREVIATIONS

|         |   |  |
|---------|---|--|
| ADB     | - | Asian Development Bank   |
| AP      | - | Affected Person  |
| DDR     | - | Due Diligence / Social Compliance Report   |
| DFAT    | - | Department of Foreign Affairs and Trade (Australian Aid)   |
| FWC     | - | Free Wesleyan Church   |
| GIS     | - | geographic information system  |
| GoT     | - | Government of Tonga  |
| GRM     | - | Grievance Redress Mechanism  |
| IA      | - | Implementing Agency  |
| L&S     | - | Lands and Survey (Ministry of)   |
| MCL     | - | Ministry of Commerce and Labor   |
| MEIDECC | - | Ministry of Meteorology, Energy, Information, Disaster Management, Environment and Climate Change. |
| NTT     | - | Niutoputapu  |
| OIREP   | - | Tonga “Outer Island Renewable Energy Project”  |
| PMU     | - | Project Management Unit  |
| PV      | - | Photovoltaic   |
| SHS     | - | Solar Home System  |

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## **1. Introduction**

1. This Due Diligence / Social Compliance Report (DDR) is for the proposed OIREP Phase 2 generation and distribution components primarily funded by ADB and Australian Aid (DFAT) on the Tongan islands of Nomuka, Ha'afeva, 'Uiha, Ha'ano and Niuatoputapu. The Project will construct and operate five solar power generation units with a total capacity of approx. 510 kWp. The solar power generation units will consist as a set of solar photovoltaic (PV) modules, power inverters, switchgear, associated protection, control and monitoring equipment, and associated civil works. The electricity output will be directly fed into the existing distribution network of island electricity committees for further distribution.

2. The proposed interventions on the afore mentioned islands are classified as Category C for Involuntary Resettlement—meaning “A proposed project has no involuntary resettlement impacts and that no further action is required” (<http://www.adb.org/site/safeguards/safeguard-categories>). The due diligence review presented here supports that classification.

## **2. Project Overview**

3. The proposed OIREP Project will assist the Government of Tonga (GoT) in reducing the country's heavy reliance on imported fossil fuels for power generation by providing a secure, sustainable, and environmentally sound source of electricity for private and commercial consumers. The impact of the project will be increased energy security in an environmentally sustainable manner. The outcome will be increased access to a higher share of electricity generated by renewable energy sources.

4. The Phase 2 component of the overall OIREP Project will have three outputs: (i) construction of four centralised solar power plants on the four inhabited Ha'apai outer islands of Nomuka, Ha'afeva, 'Uiha, Ha'ano; (ii) the construction of a new centralised solar power plant and a newly installed distribution network on the inhabited island of Niuatoputapu; and (iii) institutional strengthening and project management support.

5. This combination of Phase 2 generation and distribution components will enable more renewable generation to be installed and delivered to where it is needed. As such it is better utilised than would otherwise be possible. The outcomes will be reduced diesel fuel consumption, greenhouse gas savings, progress towards the Tongan Islands renewable policy target, and security for local renewable generation supply businesses.

6. Table 1 gives a summary of existing land features and proposed interventions under phase 2 of the project.

7. The Executive Agency is the Government of Tonga Ministry of Finance and National Planning. The Implementing Agency (IA) for Phase 2 is the government of Tonga “Ministry of Meteorology, Energy, Information, Disaster Management, Environment and Climate Change” (MEIDECC). The Phase 2 utility assets shall be owned by the on-island Electricity Committees with fiduciary oversight by the Ministry of Commerce and Labour (MCL).

**Table 1: Summary of Existing Features and Proposed Interventions**

| <b>Feature</b>   | <b>Nomuka</b>   | <b>Ha'afeva</b>  | <b>'Uiha</b>   | <b>Ha'ano</b>  | <b>Niutopotapu</b>   |
|--|---|--|--|--|--|
| <b>Island Group</b>  | Ha'apai   | Ha'apai  | Ha'apai  | Ha'apai  | Niuas  |
| <b>Total Geographical Area (sq.km.)</b>                                | 7.0   | 1.8  | 5.36   | 6.58   | 18.0   |
| <b>Number of Households</b>  | 127   | 80   | 100~   | 90   | 155 <sup>1</sup>   |
| <b>Geographical Location</b>   | Nomuka is a small island in the southern part of the Ha'apai Group of islands in the Tonga. | Ha'afeva is located 42 km southwest of Pangai in the Ha'apai group of islands. | 'Uiha is an island in Lifuka district, in the Ha'apai islands of Tonga | Ha'ano is an island in the Ha'apai islands of Tonga. To the south are the islands of Foa and Lifuka. | Niutopotapu lies about 240kms (144 miles) north of Vava'u.   |
| <b>Proposed Interventions</b>  | Installation of 70 kWp solar power plant connected to existing grid                         | Installation of 70 kWp solar power plant connected to existing grid            | Installation of 70 kWp solar power plant connected to existing grid    | Installation of 70 kWp solar power plant connected to existing grid                                  | Installation of 150 kWp centralized solar power plant and associated distribution system integrated with existing solar home systems |
| <b>Location of proposed sites for interventions</b>                    | Nomuka Island   | Ha'afeva Village   | 'Uiha Village  | Ha'ano Village   | Hihifo Village   |
| <b>Ownership of proposed land</b>                                      | Owned by Nomuka Electricity Committee   | Owned by Ha'afeva Electricity Committee  | Owned by 'Uiha Electricity Committee                                   | Owned by Ha'ano Electricity Committee  | Owned by NTT Electricity Committee   |
| <b>Land requirement</b>  | 750 sq.m.   | 750 sq.m.  | 750 sq.m.  | 750 sq.m.  | 1500 sq.m.   |
| <b>Land use in and around proposed site for solar power plant site</b> | Open land within premises of existing diesel power plant                                    | Open land within premises of existing diesel power plant                       | Open land within premises of existing diesel power plant               | Open land within premises of existing diesel power plant   | Open land with cover / trees owned by the King.  |
| <b>Terrain of proposed site</b>  | Plain   | Plain  | Plain  | Plain  | Plain  |
| <b>Distance from Coastline</b>   | 1 km  | 1 km   | 1 km   | 1 km   | 1-2 km   |

<sup>1</sup> Source: 2011 Census

### 3. Methodology

8. The methodology for this DDR included consultation with national and local stakeholders, site visits, meetings, consultations, review of cadastral maps, lease documents, and project design documents. The project has not triggered the safeguard requirements of the ADB SPS under 'negotiated settlements' avoiding expropriation and eliminating the need to use government authority to remove people forcibly.

9. GoT in this context has acquired land through meaningful consultation with affected persons, including those without legal title or assets. GoT has agreed with ADB on consultation, processes, policies and laws that are applicable to such a transaction as outlines in Section 5 of the Due Diligence & Compliance Audit. The main outputs are the various voluntarily signed land use transfer documentation as illustrated in the annexes. Remaining sites that are still pending GoT due process and transfer must be obtained. The cabinet approved Deed of Permit for all the sites should be obtained prior to possession of the site and any civil works.

### 4. Project Components and Screening of Resettlement Impacts

10. The design for the Phase 2 generation and distribution components of the OIREP Project on the Ha'apai outer islands of Nomuka, Ha'afeva, 'Uiha and Ha'ano is to install a centralised solar PV generation site next to the existing diesel power station. The balance of plant, battery energy storage and the back-up diesel gen-set shall be housed within the existing power station on these islands. The land in question is in the possession of the island solar committees as per Tongan "co-operative societies law".

11. The figures immediately below illustrate the proposed general site arrangements of the existing power stations and the proposed solar PV sites. Completed cadastral surveys are in the annexes.



Figure 1 - The proposed Nomuka solar site and existing power station



Figure 2 - The proposed Ha'afeva solar site and existing power station

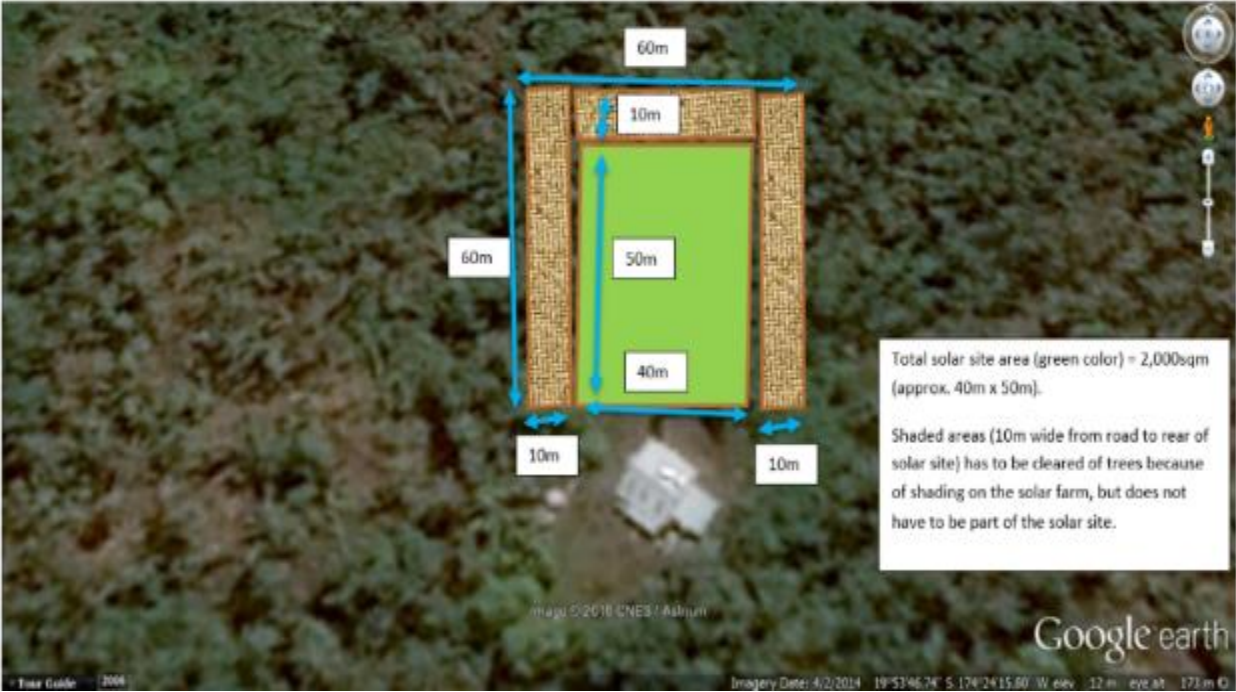


Figure 3 - The proposed 'Uiha solar site and existing power station.



Figure 4 - The proposed Ha’ano solar site and existing power station

12. The Ha’apai outer islands of Nomuka, Ha’afeva, ‘Uiha and Ha’ano have an existing centralised power station and underground distribution mini-grid. However, Niuatoputapu (NTT) does not have any existing power station nor a distribution mini-grid. It is proposed that the new NTT power station and solar site shall be located next to the hospital grounds. This shall help the Project supply reliable 24/7 power to the hospital to keep the medicines and vaccines refrigerated by means of a dedicated underground feeder. This is illustrated in the map below.



Figure 5 - Google Earth screen shot of the proposed NTT hospital and solar site



13. The existing Ha'apai outer islands' (Nomuka, Ha'afeva, 'Uiha and Ha'ano) underground distribution mini-grids only need minor repair works and will not impact on any land or wayleave requirements. NTT on the other hand does not have an existing underground mini-grid, one shall have to be installed. It is planned to install the NTT underground mini-grid along existing roads, wayleaves, rights of access and access paths with full approval from the local communities and the government representatives. As such, no land shall have to be acquired nor resettlement required with no economic displacement.

## **5. Due Diligence and Compliance Audit**

14. Under the Constitution of Tonga (1875) all land in the Kingdom belongs, in principle, to the Crown and is classified as (i) King's estate, (ii) hereditary Royal Family estates, (iii) hereditary estates of Nobles, or (iv) crown land. The latter two categories are subdivided into allotments for the rest of the people of Tonga. In theory, every Tongan male over the age of 16 is entitled to an agricultural (tax) allotment of 3.3 hectares (ha), and a residential (town) allotment of between 758 m<sup>2</sup> and 1,618 m<sup>2</sup> for residential purposes.

15. When the registered owner of an allotment dies, the allotment is inherited by the eldest son, or other male heir. Women can only lease land or hold land in trust for their male heirs. Sale of land is prohibited, but land leases and land permits may be granted. Leases are transferable.

16. There are no laws or legislation in Tonga that specifically address matters related to involuntary resettlement. Rather land acquisition is governed by the following laws:

- (i) Constitution of Tonga
- (ii) Government Act
- (iii) The Land Act

17. Within the incorporation acts of relevant authorities, there are additional subordinate regulations and powers that might be relevant and collectively, these regulations provide a fundamental basis for acquiring land for public purposes and for compensating land users according to the registered use of the land. In summary, the King or the relevant Minister can compel any holder of land to grant an easement to the Crown. If land, crops or premises are taken, the government will pay fair value or an amount determined annually by Government. People also have the right to voluntarily relinquish land for public purposes for no compensation.

18. The existing power stations located on the Ha'apai outer islands of Nomuka, Ha'afeva, 'Uiha and Ha'ano currently belong to different land owners ranging from the Crown Prince to individual households. All these land owners have agreed to the creation of a voluntary "Permit" (a sub-lease consistent with GoT land law) that allows the on-island electric committee to use the land adjacent to the existing power stations with the full and voluntary consent of the land owner to facilitate the solar PV farm for a period of 20 years.

19. The current owner of the proposed NTT solar site is the Free Wesleyan Church (FWC) whom have also given their consent for the local solar committee to use the land through a similar permit arrangement. The use of a permit is consistent with Tongan land law and approved by the Ministry of Lands and Survey. The permit is supported by an application to the Minister of Lands (Green Form), a cadastral map and a formal signed letter of voluntary consent from the land owner.

## 6. Consultations and Disclosure

20. The project team physically visited all the sites in question and met with on-island local stakeholders, land owners, power users, technicians, committee members, community members, government representatives, church members, power utility managers, consultants and various ministries such as MEIDECC, MCL and Ministry of Lands and Survey (L&S). A brief sample list is detailed below. All persons consulted were in favour of the voluntary land transfer.

| <b>Person Met</b>      | <b>Position</b>   |
|------------------------|---|
| Mr. Paula Ma'u         | CEO of MEIDECC, GoT   |
| Mr. Tevita Tukunga     | Director of Energy Division, GoT                                  |
| Ms. Gwen Tu'ihalamaka' | CEO of Ministry of Labor and Commerce, GoT                        |
| Mr. Isi Finau          | Representative of Ministry of Labor and Commerce, GoT             |
| Mr. Amanaki Tu'itupou  | Representative of Ministry of Labor and Commerce, GoT             |
| Ms. Rosamond Bing      | Ministry of Lands and Survey                                      |
| Mr Sione Tu`ipulotu    | Chairman of the Nomuka Electricity Committee                      |
| Various                | Various other members of the Nomuka Electricity Committee         |
| Various                | Various members of the Nomuka Island Community                    |
| Mr. Isileli Palu       | Chairman of the Ha'afeva Electricity Committee                    |
| Various                | Various other members of the Ha'afeva Electricity Committee       |
| Various                | Various members of the Ha'afeva Island Community                  |
| Ms. Akesa              | Owner of the land earmarked for the Ha'afeva solar.               |
| Mr. Saia Siale         | Chairman of the 'Uiha Electricity Committee and District Officer  |
| Various                | Various other members of the 'Uiha Electricity Committee          |
| Various                | Various members of the 'Uiha Island Community                     |
| Mr. Viliami Havea      | Chairman of the Ha'ano Electricity Committee and District Officer |
| Various                | Various other members of the Ha'ano Electricity Committee         |
| Various                | Various members of the Ha'ano Island Community                    |
| Mr. `Aisea Ta`ofi      | Chairman of the NTT Electricity Committee and District Officer    |
| Various                | Various other members of the NTT Electricity Committee            |
| Various                | Various members of the NTT Island Community                       |
| Various                | Members of the Free Wesleyan Church in NTT                        |

21. This DDR will be disclosed to the public through distribution of the written reports, posting documents on the government project web site, and electronic access to the reports on the ADB project web site.

## **7. Grievance Redress Mechanism**

22. The Grievance Redress Mechanism reads as follows:

23. In order to receive and facilitate the resolution of any concerns or complaints of any Affected Person (AP) about the project's social and environmental safeguards performance, a Grievance Redress Mechanism (GRM) has been developed for the project to be established at each subproject site. When and where the need arises, this mechanism will be used to address any concerns or complaints that may arise during preparation, implementation and operation of the project. The GRM will address APs concerns and complaints promptly and transparently through the process outlined below. The GRM will be gender responsive and readily accessible to all APs at no cost. The GRM will not impede APs access to the Tongan judicial or administrative remedies. Implementing Agencies (IAs) in coordination with the Ministry for Lands & Survey and Islands Committees will further inform APs about the GRM.

24. The key functions of the GRM are to: (i) record, categorize, and prioritize the grievances; (ii) resolve the grievances in consultation with complainant(s) and other stakeholders; (iii) inform the aggrieved parties about the solutions; and (iv) forward any unresolved cases to higher authorities for resolution. The national social specialist in the Project Management Unit (PMU) will be the grievance focal point to receive, record, review, and address project-related concerns in coordination with government authorities. APs have been and will be made fully aware of their rights during consultations about land requirements. APs and other stakeholders are all familiar with the MEIDECC and MCL offices, and the PMU is in the MEIDECC office.

25. Any complaint will be recorded and investigated by the PMU working with relevant staff of the individual subproject. The PMU will inform or update the relevant IA immediately of any complaints. A complaints register will be maintained that will record the details and nature of each complaint, who makes the complaint, the date, and what actions are taken as a result of the resulting investigation. The register will also cross reference any non-compliance report and/or corrective action report or other relevant documentation. When subproject implementation starts, a sign will be erected at all sites providing the public with updated project information and summarizing the grievance redress process including contact details of the relevant person at the PMU. All corrective actions and responses carried out on site will be reported back to the PMU. The PMU will report on the complaints register and on corrective actions and other responses in its progress reports to the ADB. In the whole process, relevant Tongan national agencies will be always available to review public complaints and advice on the PMU's performance for grievance redress.

26. Any APs or village elected or traditional leaders can take a grievance to the PMU or to the site office. On receipt of a complaint in any form (in person, telephone, written), the PMU focal officer for the subproject will log the details in a complaint register. The PMU will review and find a solution to the problem within two weeks in consultation with village or traditional chief and relevant local agencies. Then PMU will report back the outcome of the review to the source within a week. If the complainant is dissatisfied with the outcome at the PMU level or has received no report in the allotted time period, he or she can take the grievance through island council to relevant national agencies (MEIDECC, MCL, etc.). The relevant national agency reviews and

reports back to the source on the outcome. If unresolved or at any time complainants is not satisfied, he or she can take the matter to an appropriate court. The PMU will report both resolved and unresolved complaints to ADB.

27. The table below sets out the process to record and resolve any project-related grievances.

### Grievance Redress Process

| Stage   | Process   | Duration  |
|---|---|---|
| 1   | Affected Person (AP), island elected or traditional chief, or other concerned party takes grievance to PMU.                   | Any time  |
| 2   | PMU reviews and finds solution to the problem in consultation with island elected or traditional chief and relevant agencies. | 2 weeks   |
| 3   | PMU reports back an outcome to people who submitted the grievance.  | 1 week  |
| <b>If unresolved or not satisfied with the outcome at PMU level</b> |   |   |
| 4   | Concerned party takes grievance through Island Council to relevant national agency (MEIDECC, MCL, etc.).                      | Within 2 weeks of receipt of decision in step 3 |
| 5   | National agency reviews and finds a solution.   | 4 weeks   |
| 6   | National agency reports back to the people who made the complaint.  | 1 week  |
| <b>If unresolved or at any stage if AP is not satisfied</b>         |   |   |
| Concerned party can take the matter to appropriate court.           |   | As per judicial system                          |

## 8. Follow up Actions

28. A Resettlement Plan is not required for this subproject since the land has been made available through negotiated settlement. A negotiated settlement should ensure adequate and fair price (if payment is required) that any negotiations will openly address the risks of asymmetry of information and bargaining power of the parties involved. The government will engage an independent external party to document the negotiation and settlement processes. This is particularly applicable to private parties while excluding noble-owned land in the project context given the nobles have expected roles to provide social services and support for the betterment of the people of Tonga.

29. Furthermore, none of the sites in question contain any dwellings buildings (either temporary or permanent) or non-residential assets within a modified natural environment. L&S has surveyed the chosen sites to tie in the boundaries to a known datum point. This shall become a project condition since the Project needs to ensure that the site boundaries are within what was agreed and no encroachment onto neighbouring properties accidentally occurs. The cabinet approved Deed of Permit for all the sites will be obtained prior to possession of the site and any civil works. This will be closely followed-up by the PMU.

## 9. Monitoring and Reporting

30. No monitoring and reporting is required for land acquisition and resettlement issues as there are none. Relevant information related to safeguards, if any, will be reported in the project's progress report.

# 10. Appendix - Documentation for Permits and Land Transfer

## 1. Final Ministry of Lands & Survey Deed for the Nomuka site.

**Ke e Tohi Fakamo'oni nu fonu 'eni haofa' These hongofulu ma tolu 'o e tohi**  
**This Deed of Lease thirteenth day of**

**'Epeleli** 'i he To'i 'o houe 'Eki 'e uafo hongofulu ma valu 'e he  
the month of April in the year of Our Lord two thousand and eighteenth by

**'Ere Afio ko Tupou VI ko e Tu'i 'o Tonga** 'i he pua 'e naka 'o 'a 'o'a 'i 'e tohi 'e 'e Lesa 'ko e no aia  
His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

**po mo Komuka Electricity 'o Nomuka, Ha'apai 'i he pua 'e naka**  
and Committee of Nomuka, Ha'apai of the other part,

**'u 'a 'aku 'i 'e tohi 'i ko e Lesi 'ko e no aia.** 'Ea 'oku fakamo'oni 'i he tohi 'i ko e naka 'i he totongi ma 'e 'i he  
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

**ngahi 'a 'a koroa 'e 'e Lesi 'ko e no aia** 'i he tohi 'i ko e naka 'i he ngahi 'a 'a 'o 'e tohi 'e 'e Lesi 'ko e no aia  
is recited in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

**ngahi 'e 'e Lesi 'ko e no aia** 'i he tohi 'i ko e naka 'i he ngahi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi  
representatives, the Lessor leases for himself and his successors in the Lessee, his heirs and represen-

**taives, all that piece of land situated at Nomuka, Ha'apai with an area of 1500m<sup>2</sup> and**  
**being Lot 1 on survey office Nomuka Township**

**Commencing on boundary pillar T2243 thence runs consecutively on the following**  
**bearings and distances, 29°29'40" for 40.00metres to BP T2264, 119°29'40" for**  
**37.500metres to BP T2183, 209°29'40" for 40.00metres to BP T2253, 269°29'40"**  
**for 37.500metres to the point of commencement**

**'O fohamoa ki he ngahi 'a 'a 'i he tohi 'i ko e naka 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
in accordance with the Act of Continuation of Tonga, of the Year one thousand eight hundred and eighty-eight

**1888. 'Ea 'e tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

**hongofulu ma tolu 'o e tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
Deed from thirteenth day of the month of April in the year of Our Lord

**two thousand and eighteenth 'o e tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
until the twelfth day of the month of April

**'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
in the year of Our Lord two thousand and thirty eight

**'Ea 'oku fakamo'oni 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

**sum of \$50.00 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
sum of in legal currency on the thirteenth day of the month of April

**'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
in each and every year to the Lessor or her successors because of this Lease. And will make

**ngahi 'ko 'a 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

**ngahi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

**'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
Assembly and Government, such as the laws relative to weeding the fringing and making the roads, and all the

**'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee

**to e fakamo'oni 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

**lito ki 'a 'e Kapiteni kōmū'a hono ma'u na'i 'o e kōlekele,**  
consent of Cabinet before Land obtained.

**'Ea 'oku fakamo'oni 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

**he'i, he 'ikai 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years, (b) use or permit any persons to use it for

**'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

**'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia 'i he tohi 'e 'e Lesi 'ko e no aia**  
money or other form of payment from any person or persons in addition to or instead of the

**sum specified herein.**

Kae ngohi ki he Lesi, pe ko hono ngaohi 'ea pe ko kinamotu 'e fakafafanga ia, ke Ahi 'u e nguahi fahi  
 But it shall be lawful for the Lessor, his heirs or those that represent him to remove all houses  
 mo e nguahi me'a hoo nau langa 'i he konga foma ni. Pea 'oku fakapapa 'e he tohi ni kapau 'e katoa 'a e 'aho  
 and improvements which may have been built on the said land. And it is hereby agreed by these presents if  
 'e mafai nau taha (21) hii 'u e 'aho na'e maona ke atongi 'e he Lesi, pe ko hono ngaohi 'ea, pe ko kinamotu 'e  
 at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessor, his heirs or his  
 fakafafanga ia, ki he Lesi pe ko kinamotu 'e hoko kape ia, ko'e'ahi ko e no foma ni, 'o hange 'oku na 'i he tohi ni  
 because of this Lease, as is recorded in this Deed, the rent  
 'o kapau hoo w'ohi atongi 'a e pa'anga fii pe ko ha konga 'o e pa'anga fii, 'e ngafau ko me'a 'e he Lesi pe ko  
 hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to  
 kinamotu 'e hoko kape ia, hoo kape pe ko ha konga 'o e foma 'oku na 'i he tohi ni, pea ke fakama'oni 'e nguahi  
 take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or  
 fale pe ha fale, pe ha me'a 'oku na 'i he konga foma ni, fe'waga mo e pa'anga 'oku mo'ua ki al'ia e Lesi, pe ko hono  
 house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or  
 ngaohi 'ea pe ko kinamotu 'e fakafafanga ia, ko e me'a 'i he no foma ni pe ko 'ese 'ese' aihe 'i ha fakama'oni 'a e fanga 'o e  
 representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the  
 Pa'e'anga ke tae ma'a mai 'u e fii ko ia hoo lan ki al' recovery of the said rent.

I he hafa 'o Ene 'Afu 'o hange ko hono tau ma hongofulu ma niua 'o e kapu 'o e Toki Kowiritiwa 'o  
 Majesty and in accordance with the one hundredth and fiftieth Clause of the Constitution of  
 Tonga, 1888, Yhono hongofulu ma tolu 'o e 'aho 'o e mahina ko 'Epeleli The Tu'a 'o Aotua  
 Tonga, 1888, on the thirteenth day of the month of April in the Year of our  
 'Eiki ko e tau 'o uafu hongofulu ma valu *pea hoo 'ai mo e tohimita fakama'oni*  
 Lord two thousand and eighteenth and the signature of the Lessee  
 'e Lesi mo hoo sifa Yhono hongofulu ma tolu 'e 'aho 'o e mahina ko 'Epeleli  
 and his seal done on the thirteenth day of the month of April  
 I he Tu'a 'o Aotua 'Eiki ko e tau uafu ma hongofulu ma valu  
 in the year of our Lord two thousand and eighteenth

  
 Minitia 'o e Kapeleni  
 Cabinet Minister



  
 Minitia 'o e Foma  
 Minister of Lands  
 Ko e Lesi  
 Lessee



Fakawo'ou ki he fakama'oni 'e Lesi  
 Witness to the signature of Lessee.

Kua Kesisita 'i he Toki Lesiwa 'o e Pa'e'anga 'o Tonga 'i he 'Ofi 'o e Minitia 'o e Foma,  
 Registered in the Registry of Leases of the Tongan Government in the Office of the Minister of Lands,  
 Nuku'alofa, Yhono hongofulu ma tolu 'Epeleli 2018  
 Nuku'alofa, on the day of the month of April 2018  
 thirteenth  
 Fila  
 No. 9225  
 Minitia 'o e Foma  
 Minister of Lands





2. Final Ministry of Lands & Survey Deed for the Ha'afeva site.

**TOHI ALEAPAU**

**(Kupu 13 : Lao Kelekele)**

1. KOE ALEAPAU 'ENI kuo fai 'i hono .....~~20~~.....'o e 'aho 'o Ma'asi, 2018  
'I HE VAHA'A 'O LENISI LATUSELU (a.k.a 'AKESA LATUSELU) mei Ha'afeva, Ha'apai  
MO E KOMITI 'UHILA 'A HA'AFEVA mei Ha'afeva, Ha'apai
  
2. 'OKU ALEA 'e LENISI LATUSELU ke fai pehe:
  - 2.1 Ko hoko 'api tukuhau ('oku ou lesisita fakauhau) 'i Ha'afeva (Ha'apai) ko hono fakatiki  
'oku anga pe hemi -
 

|               |                      |
|---------------|----------------------|
| Hingoa        | Ngaloa mo Fanga      |
| 'Aho lesisita | 15 Samuili 1957      |
| Lahi          | 2A OR 37P            |
| Tu'u'anga     | Lot 84 : Blk 145/119 |
  
  - 2.2 'Oku ou lota ke langa mo fokotu'u 'i ai 'u e ngaue'anga mo e naunau ki he 'uhila sola (solar farm) 'i he 'ofa kuo'osi fua savea'i ('a la 'oku ha atu 'i he Tanaki 1 : Mape)
  
  - 2.3 'I he ta'u 'e 20 'o kamata mei he 'aho ~~3.4.18~~ ki he 'aho .....~~2.4.2038~~.....
  
3. 'OKU ALEA 'e he KOMITI 'UHILA 'A HA'AFEVA ke -
  - 3.1 langa mo fokotu'u 'i he konga 'o e 'api tukuhau ha ngaue'anga mo e naunau ki he 'uhila sola (solar farm); mo
  - 3.2 totongi fakata'u 'a e \$50 ki a Lenisi Latuselu 'o kamata lau mei he 'aho .....~~3~~.....<sup>EPELELI</sup> 'o Ma'asi, 2018
  
4. Koe'ahi ko 'eku ngaue'aki 'a e 'api 'oku ha atu 'i 'olanga:

TOHI NIMA 'O E ONGO FA'AHII

  
.....  
LENISI LATUSELU

  
.....  
Sekelani Pule (MEIDECC)  
Me 'o KOMITI 'UHILA 'A HA'AFEVA



N/A. No. 10  
J/VOUCHER 3-4-2018

*Ms 20-3-2018*

Fakamo'oni kihe fakamo'oni hingoa:  
  
.....  
Hingoa :



'OKU OU TALI 'A E ALEAPAU NI 'I 'AHO .....~~20~~..... 'O MA'ASI, 2018.

  
.....  
Minisita Fonua mo e Ngaahi Koloa Fakamatala  




8, 'Epeleli 2016

Ofisa Kolo  
Ha'afeva  
Ha'apai.

Tangata'eiki,

**Lisi 'Api tukuhau. Hingoa: Ngaloa**

'Oku ma fai atu 'a e tohi ni mo e loto faka'apa'apa mo'oni ke fakaha atu homa loto 'o fekau'aki mo e Lisi homau api tukuhau ko Ngaloa.

Ko au **Lenisi Latusele, (aka), Akesa Latusele** 'oku ou fai atu 'a e tohi ni, 'o fakaha atu ai, 'eku loto lelei mo 'ea **Paula Lotoa'a Latusele** ke kei hoko atu pe 'a e lisi 'a e Kautaha 'Uhila mo fokotu'u enau Solar System 'I homau konga 'api. Koe konga oku ma loto ke lisi koe mita 'e 60 loloa pea mt 60 falahi.

Ki he alea ki he totongi mo ha toe me'a kehe pehe, 'I he taimi 'e fiema'u ai, kataki 'o fetu'utaki mai kia au Lenisi Latusele.

'Oku ou tui pe 'oku mahino mo tokoni atu 'a e tohi ki he fai fatongia mei motu na.

Faka'apa'apa atu

  
.....

Lenisi Latusele (ph-841-4339 / 28-144)

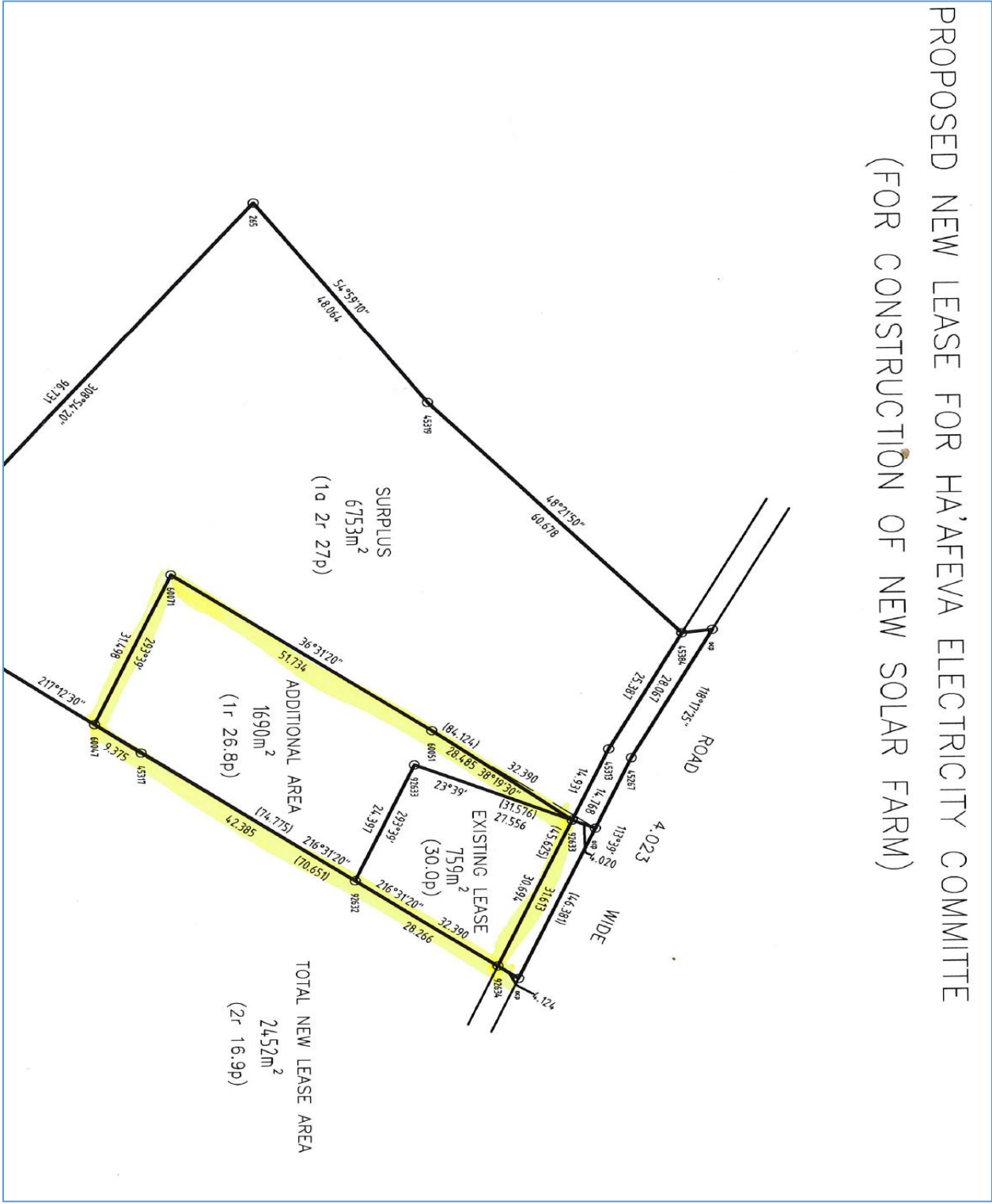
(Faka-uitou he api ko Ngaloa)

  
.....

Paula Lotoa'a Latusele ('Foha 'Ea)

Ha'afeva cadastral map

PROPOSED NEW LEASE FOR HA'AFEVA ELECTRICITY COMMITTEE  
 (FOR CONSTRUCTION OF NEW SOLAR FARM)



3. Final Ministry of Lands & Survey Deed for the 'Uiha site.

**Ko e Tohi Fakamo'oni na founa 'eni koo fai 'a hono hongofulu ma tolu** o e 'aho  
**This Deed of Lease** thirteenth day of  
 o e mahina ko 'Epeleli o e To'u 'o hono Eiki 'e sa'oge hongofulu ma valu 'e he  
 the month of April in the year of Our Lord two thousand and eighteenth by

'Ehe 'Afu ko Tapa VI ko e Tu'i 'o Tonga 'e he pona 'e taha 'a se 'oku ni 'Ahe tahi ni ko e Lessee (ko e no au)  
 His Majesty Tapa VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

pea mo 'Uina Electricity o 'Uina, Ha'apai 'Ahe, mo 'e tohi,  
 and Committee of of the other part,

'a or 'oku ni 'i he tohi ni ko e Les' (ko e no au). Pea 'oku fakamo'oni 'i he tohi ni ko e mo'i 'i he tohongi ma'ape 'i he  
 hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that  
 ngahi ni tu kotoa pe, 'o hange 'oku 'oku 'i he tohi ni pea mo fai ki he ngahi aloa 'o e tohi ni 'e he Les', pe ko hono  
 is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and  
 ngahi 'ou, mo kinasotia 'e fakafongoa ia, 'e no au 'e he Lessee ko'e'hi ko se mo kinasotia 'e hoko kiate ia, ki he Les'  
 representatives, the Lessee leases for himself and his successors in the Lessee, his heirs and represen  
 mo hono ngahi 'ou, mo kinasotia 'e fakafongoa ia 'a e konga founa 'oku  
 tatives, all that piece of land situated at 'Uiha, Ha'apai with an area of 3873m2 and  
 being Lot 1A on survey office Plan 148/135-P1

Commencing on boundary pillar 2566 then re run consecutively on the following  
 bearings and distances, 27°50'45" for 63.000metres to BP22567, 117°30'45" for  
 60.000metres to BP60024, 207°30'45" for 62.172metres to BP60036, 289°13'05" for  
 18.553metres to BP41001, 297°50'45" for 41.360metres to the point of  
 commencement

O fakamau ki he ngahi 'ou 'oku ni 'i he tohi ni ko e mo'i 'i he tohongi ma'ape 'i he  
 in accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight  
 valongofulu ma valu (1888). Pea 'e ma'ua 'e he Les' mo hono ngahi 'ou, mo kinasotia 'e fakafongoa ia 'a e konga  
 (1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this  
 founa 'oku ni 'i he tohi ni ko e mo'i 'i he tohongi ma'ape 'i he tohongi ma'ape 'i he tohongi ma'ape 'i he tohongi ma'ape  
 Deed from hongofulu ma tolu o e 'aho 'o e mahina ko 'Epeleli 'e he To'u 'o hono 'Eiki 'e  
thirteenth day of the month of April in the year of Our Lord  
 sa'oge hongofulu ma valu 'oku ni hono hongofulu ma, 'a  
 two thousand and eighteenth until the Twelves 'o e 'aho 'o e mahina ko 'Epeleli  
day of the month of April

'i he To'u 'o hono 'Eiki 'e sa'oge ma tolungofulu ma valu  
 in the year of Our Lord two thousand and thirty eight

Pea 'oku fakamo'oni ni 'e he Les' ko'e'hi ko se mo hono ngahi 'ou, mo kinasotia 'e fakafongoa ia, se ne  
 And the Lessee covenants for himself, his heirs, and representatives, that he will pay the  
 totongi 'o e pa'anga 'e \$1.00 hongofulu ma tolu 'o e 'aho 'o e mahina ko 'Epeleli  
 sum of in local currency on the thirteenth day of the month of April

'i he ni'a tahi taha kotoa pe ki he Lessee mo kinasotia 'e hoko kiate ia ngahi ni ko e no founa ni. Pea 'e fai 'a e fau'au  
 in each and every year to the Lessor or her successors because of this Lease. And will make  
 totongi ko fa 'i he 'aho 'oku fakamo'oni' mo sili' ai e tohi ni. Pea 'oku fakamo'oni 'e he Les' ko'e'hi ko se, mo hono  
 the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and  
 ngahi 'ou, mo kinasotia 'e fakafongoa ia, se ne fai salangofua ki he ngahi ni 'a'au'ani 'e fokonua 'e he Tu'i, mo  
 representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative  
 'e Fale Alea mo e Fale'anga 'o hange ko e ngahi luo 'oku koo ki he tohongi ma'ape 'i he tohongi ma'ape 'i he tohongi ma'ape  
 Assembly and Government; such as the laws relative to weeding the founa; and making the roads, and all the  
 'a e ngahi ni 'a'au'ani kotoa 'e fokonua 'e he Tu'i, mo e Fale Alea mo e Fale'anga. Pea ko e Les' ko e  
 municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. And the Lessee  
 to e fau'au ma'au, ma'au hono ngahi 'ou, mo e founa fakafongoa he 'i he tohi ni ko e no au ki he fau'au ma'au, 'a e he tohi ni ko e  
 further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the  
 toto ki ai 'a e Kapiti'eni kina'au hono ma'au ma'au 'o e kelekele  
 consent of Cabinet before Land obtained.

"Pea hangu, ko fakafongoa 'e he Les' ma'au, ma'au hono ngahi 'ou mo e fakafongoa ko'e'hi ko se 'i he tohongi ma'ape 'i he tohongi ma'ape  
 "And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will  
 honi, he 'i he tohi ni ko e no au: (a) 'i he tohi ni ko e no au, 'a e he tohi ni ko e no au 'i he tohi ni ko e no au 'i he tohi ni ko e no au  
 not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years, (b) use or permit any persons to use it for  
 e tohi ni ko e no au, (b) ngahi ni ko e no au pe ngahi ni ko e no au 'i he tohi ni ko e no au 'i he tohi ni ko e no au 'i he tohi ni ko e no au  
 any purpose other than that upon which application and approval have hitherto been made, or (c) receive any  
 pea mo hono tahi pe (c) tahi ha pa'anga pe ha fa'atanga totongi heke mei ha taha pe ni'hi ko e fakafongoa 'i he tohi ni ko e no au  
 money or other form of payment from any person or persons in without to or instead of the  
 koo tahi' ai pa'anga 'e he tohi ni ko e no au  
 sum specified herein.

Kae ngofua ki he Lesi, pe ko hono ngaahi 'ua pe ko kinaatolu 'e fakafufunga ia, ke hūi 'a e ngaahi fale  
 But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses  
 mo e ngaahi me'a kuo nau langa 'i he konga fomaia ni. Pea 'oku fakapapa 'e he tohi ni kapau 'e kakato 'a e 'aho  
 and improvements which may have been built on the said land. And it is hereby agreed by these presents if  
 'e ufula ma naha (21) hūi 'a e 'aho na'e totongi ke totongi 'e he Lesi, pe ko hono ngaahi 'ua, pe ko kinaatolu 'e  
 at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his  
 fakafufunga ia, ki he Lesoa pe ko kinaatolu 'e hoko kiate ia, koe'uhi ko e no fomaia ni, 'o hange 'oku n'ua 'i he tohi ni  
 representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent  
 'o kapau kuo se'eki totongi 'a e pa'anga liti pe ko ha konga 'o e pa'anga liti, 'e ngofua ke mo'a 'e he Lesoa pe ko  
 hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to  
 kinaatolu 'e hoko kiate ia, koso katoa pe ko ha konga 'o e fomaia 'oku n'ua 'i he tohi ni, pea ke fakatamaki 'o e ngaahi  
 take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or  
 fale pe ko fale, pe ha me'a 'oku n'ua 'i he konga fomaia ni, fe'anga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko hono  
 house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or  
 ngaahi 'ua pe ko kinaatolu 'e fakafufunga ia, ko e me'a 'i he no fomaia ni pe ko 'ene 'ole'i style 'i ha fakama'u'anga fe'anga 'o e  
 representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the  
 Pa'e'anga ke toe mo'a mai 'a e liti ko ta kuo lau ki ai  
 recovery of the said rent.

**Hahi ki he tohinima fakamo'oni 'a e Minisita 'o e Fomaia** pea mo 'ai 'a e sila 'o 'ene poungane kuo ne 'oi  
**Witness** the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he huafa 'o 'Ene 'Afo 'o hange ko hono seax ma hongofulu ma nima 'o e lapa 'o e Tohi Komisitane 'o  
 Majesty and in accordance with the one hundredth and fiftieth Clause of the Constitution of

Tonga, 1888, 'i hono hongofulu ma tolu 'o e 'aho 'o e mahina ko 'Epeleli 'i he Ta'u 'o hona  
 Tonga, 1888, on the thirteenth day of the month of April in the Year of our

'Eiki ko e ta'u 'e uafu hongofulu ma valu pea kuo 'ai mo e tohinima fakamo'oni  
 Lord two thousand and eighteenth and the signature of the Lessee

'a e Lesi mo hono sila 'i hono hongofulu ma tolu 'o e 'aho 'o e mahina ko 'Epeleli  
 and his seal done on the thirteenth day of the month of April


'Eiki ko e ta'u 'e uafu hongofulu ma valu pea kuo 'ai mo e tohinima fakamo'oni  
 Lord two thousand and eighteenth and the signature of the Lessee

'a e Lesi mo hono sila 'i hono hongofulu ma tolu 'o e 'aho 'o e mahina ko 'Epeleli  
 and his seal done on the thirteenth day of the month of April

'i he Ta'u 'o hona 'Eiki ko e ta'u uafu hongofulu ma valu  
 in the year of our Lord two thousand and eighteenth

  
 Minisita 'o e Kabineti  
 Cabinet Minister.

  
 Minisita 'o e Fomaia  
 Minister of Lands.  
 Ko e Lesi.  
 Lessee.

  
 Fakamo'oni ki he fakamo'oni 'a e Lesi.  
 Witness to the signature of Lessee.

**Kuo Vesivita 'i he Tohi Lesia 'o e Pale'anga 'o Tonga 'i he Ofisi 'o e Minisita 'o e Fomaia.**  
**Registered** in the Registry of Leases of the Tongan Government in the Office of the Minister of Lands,

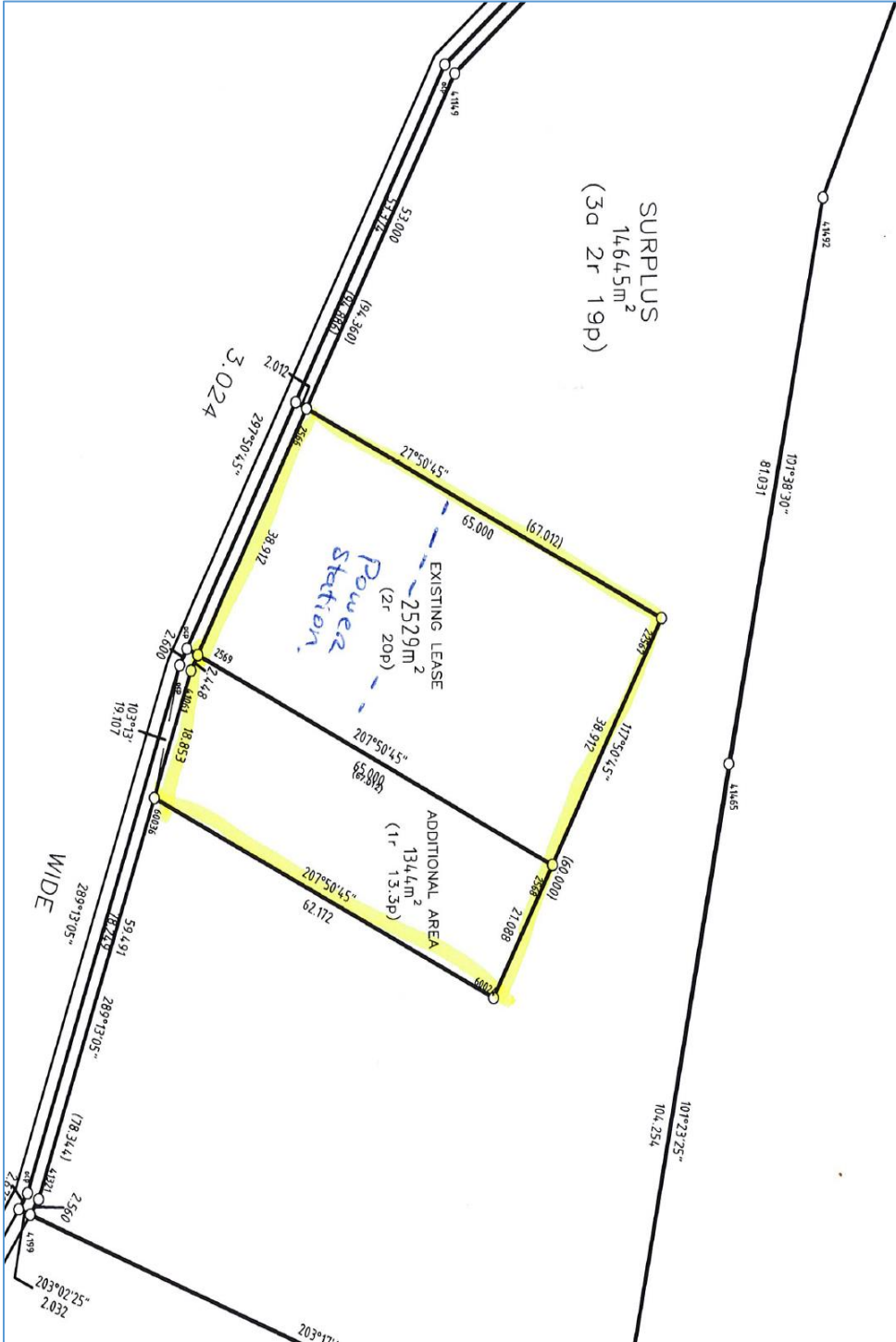
Nuku'alofa, 'i hono hongofulu ma tolu 'o e 'aho 'o e mahina ko 'Epeleli 20 8  
 Nuku'alofa, on the day of the month of thirteenth April 2018

File  
 No. 9224

  
 Minisita 'o e Fomaia  
 Minister of Lands.

'Uiha cadastral map

PROPOSED NEW LEASE FOR 'UIHA ELECTRICITY COMMITTEE  
(FOR CONSTRUCTION OF NEW SOLAR FARM)



4. Final Ministry of Lands & Survey Deed for the Ha'ano site.

**Ku e Tohi Fakamo'oni no fonua 'emi'ao'fai'aho'o hongofulu ma tolu**  
**This Deed of Lease** thirtewath o e'aho  
day of

o e mahine ko 'Epeleli      'i he Ta'u o houna 'Ehi' e mahine ko hongofulu ma vala      'i he  
the month of April      in the year of Our Lord two thousand and eighteenth      by

'Ehi' 'Ahi ko Tupou VI ko e Tu'i o Tonga      'i he pou'e taha'ia'ia 'o'ka'ia      'i he tohi ni ko e Lesoi (ko e no'ani)  
His Majesty      Tupou VI King of Tonga      of the one part, hereinafter called in this Deed the Lessor

pea mo Ha'ano Electricity      'o      Ha'ano, Ha'apai      'i he pou'e taha,  
and      Committee      of      of the other part,

'i he 'o'ka'ia 'i he tohi ni ko e Lesoi (ko e no'ani). Pea 'oku fakamo'oni 'i he tohi ni ko e ma'i 'i he tohongi ma'i pe 'i he  
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaothi 'a'u kotoa pe, 'o hange 'oku 'a'u 'i he tohi ni ko e ma'i 'i he ngaothi 'a'u 'o e tohi ni ko e Lesoi, pe ko houna  
is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

ngaothi 'a'u mo kinau'ole 'e fakafafonga ia, 'e no'ani 'e he Lesoi ko'e'ahi ko 'a'u mo kinau'ole 'e hoko koute ia, 'i he Lesoi  
representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo houna ngaothi 'a'u, mo kinau'ole 'e fakafafonga ia 'o e hange fonua 'oku  
tives, all that place of land situated at Ha'ano, Ha'apai with an area of 4250m<sup>2</sup> and  
being Lot 2 on survey office Plan 160/141-P1

Commencing on boundary pillar 2B25 thence runs consecutively on the following  
bearings and distances, 58°37'40" for 85.000metres to BP60073, 148°37'40" for  
50.000metres to BP60095, 238°37'40" for 85.000metres to BP2127, 328°37'40" for  
50.000metres to the point of commencement

'O fakamata ki he ngaothi 'a'u 'oku 'a'u 'i he tohi ni ko e ma'i 'i he tohongi ma'i pe 'i he  
in accordance with the Act of Constitution of Tonga of the Year one thousand eight hundred and eighty-eight  
wathongofulu ma vala (1888). Pea 'e ma'i 'e he Lesoi mo houna ngaothi 'a'u, mo kinau'ole 'e fakafafonga ia 'o e hange  
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fonua 'oku ma'i 'i he tohi ni ko e ma'i      hongofulu ma tolu      'o e 'aho 'o e mahine ko 'Epeleli      'i he Ta'u o houna 'Ehi' 'e  
Deed from      thirtewath      day of the month of April      in the year of Our Lord

ma'i he hongofulu ma vala      'o'ka'ia houna      hongofulu ma vala      'o e 'aho 'o e mahine ko 'Epeleli  
two thousand and eighteenth      until the twelveth      two thousand and eighteenth      day of the month of April

'i he Ta'u o houna 'Ehi' 'e ma'i he hongofulu ma vala  
in the year of Our Lord two thousand and thirty eight

Pea 'oku fakamata ki he Lesoi ko'e'ahi ko 'a'u mo houna ngaothi 'a'u mo kinau'ole 'e fakafafonga ia, se he  
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

tohongi 'a'u e pa'anga 'e \$50.00      hongofulu ma tolu      'o e 'aho 'o e mahine ko 'Epeleli  
sum of      In legal currency on the thirtewath      day of the month of April

'i he 'a'u 'a'u saka kotoa pe ki he Lesoi mo kinau'ole 'e hoko koute ko'e'ahi ko e no'fonua ni. Pea 'e 'a'u 'a'u fakafu  
in each and every year to the Lessor or her successors because of this Lease. And will make

tohongi ko ia 'i he 'aho 'oku fakamo'oni' mo 'a'u' ai e tohi ni. Pea 'oku fakamata ki he Lesoi ko'e'ahi ko 'a'u, mo houna  
the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

ngaothi 'a'u, mo kinau'ole 'e fakafafonga ia, se he ful talangofua ki he ngaothi 'a'u 'a'u 'a'u 'e 'a'u 'a'u 'e he Ta'u mo  
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

'e Fale Aleso mo e Pale'anga 'o hange ko e ngaothi 'a'u 'oku kasa ki he tohongi ma'i e ngaothi 'a'u, mo e ngaothi 'a'u koto  
Assembly and Government: such as the laws relative to weeding the fringing and making the roads, and all the

'a e ngaothi 'a'u 'a'u kasa 'e fakamo'oni 'e he Ta'u mo e Fale Aleso mo e Pale'anga. Pea ko e Lesoi se  
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. And the Lessee

to e fakamata ma'ona, mo 'a'u houna ngaothi 'a'u mo e houna fakafafonga he 'a'u' se he tal ha to e liti pe fakafu 'a'u, 'e liti ki 'a'u  
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

loto ki ai 'a e Kapine'i kina'ia houna ma'a'au 'o e kalesole.  
consent of Cabinet before Land obtained.

'Pea houna ngaothi, he fakafafonga 'e he Lesoi ma'ona, ma'a houna ngaothi 'a'u mo e fakafafonga ko'e'ahi ko e kalesole ko 'a'u 'i  
And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

houna, he 'ikai se he: (a) 'a'aki, 'a'akanga' pe 'a'u ngaothi 'a'u ki he saba'ia saba'ia pe ngaothi 'a'u 'a'u 'a'u 'a'u 'a'u 'a'u 'a'u 'a'u  
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years, (b) use or permit any persons to use it for

e 'a'u 'a'u. (b) ngaothi 'a'u pe fakafafonga ko 'a'u pe ni'ahi he ngaothi 'a'u ki he ma'ona 'a'u 'a'u 'a'u 'a'u 'a'u 'a'u 'a'u 'a'u  
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo houna tali pe (c) tali ha pa'anga pe he fakafafonga tohongi kotoa met ha naha pe ni'ahi ko e fakafafonga 'a'u 'e ma'a'anga  
money or other form of payment from any person or persons in addition to or instead of the

kuo naha' pe 'a'u 'a'u.  
sum specified herein.

Kae ngahia ki he Lesi, pe ko hono ngaahi 'ea pe ko kinatolu 'e fakafongoa ia, he hiki 'a e ngahifale  
 But it shall be lawful for the Lessor, his heirs or those that represent him to remove all houses  
 mo e ngaahi me'a kuo kau langu 'i he konga fonoa ni. Pea 'oku fakapapa 'e he tohi ni kapau 'e kakano 'a e 'aho  
 and improvements which may have been built on the said land. And it is hereby agreed by these presents if  
 'e ufulu ma sata (21) hili 'a e 'aku no'e totou ke totongi 'e he Lesi, pe ko hono ngaahi 'ea pe ko kinatolu 'e  
 at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his  
 fakafongoa ia, ki he Lessor pe ko kinatolu 'e hoko kiato ia, hae'ahi ko e no fonoa ni, 'o hange 'oku ni'a 'i he tohi ni  
 representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent  
 'o kapau huo me'li totongi 'a e pa'anga fii pe ko ha konga 'o e pa'anga hii, 'e ngahia ke me'a 'e he Lessor pe ko  
 hereby reserve! or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to  
 kinatolu 'e hoko kiato ia, hoko konoa pe ko ha konga 'o e fonoa 'oku ni'a 'i he tohi ni, pea ke fakasauaki 'a e ngahia  
 take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or  
 fale pe ha fale, pe ha me'a 'oku ni'a 'i he konga fonoa ni, 'e'unga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko hono  
 house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or  
 ngahia 'ea pe ko kinatolu 'e fakafongoa ia, ko e me'a 'i he no fonoa ni pe ko 'ese 'oku' i sivi 'i ha fakama'anga 'e'unga 'o e  
 representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the  
 Paf'anga ke toe me'a me'a 'a e fii ko ha konga hii ki ai  
 recovery of the said rent.

Tonga, 1888, 'i hono hongofulu ma tolu 'e 'aho 'o e matina ko 'Epeleli The Taki 'o Aotau  
 Tonga, 1888, on the thirteenth day of the month of April in the Year of our

'Eiki ko e ta'u 'e anga hongofulu ma valu pea huo 'a' mo e tohivava fakamo'oni  
 Lord two thousand and eighteenth and the signature of the Lessee

'e Lesi mo hono sifa 'i hono hongofulu ma tolu 'o 'aho 'o e matina ko 'Epeleli  
 and his seal done on the thirteenth day of the month of April

i he Ta'u 'o hono 'Eiki ko e ta'u anga, hongofulu ma valu  
 in the year of our Lord two thousand and eighteenth

  
 Minista 'o e Kapiteni  
 Cabinet Minister.

  
 Minista 'o e Fonoa  
 Minister of Lands

  
 Ko e Lesi  
 Lessee.

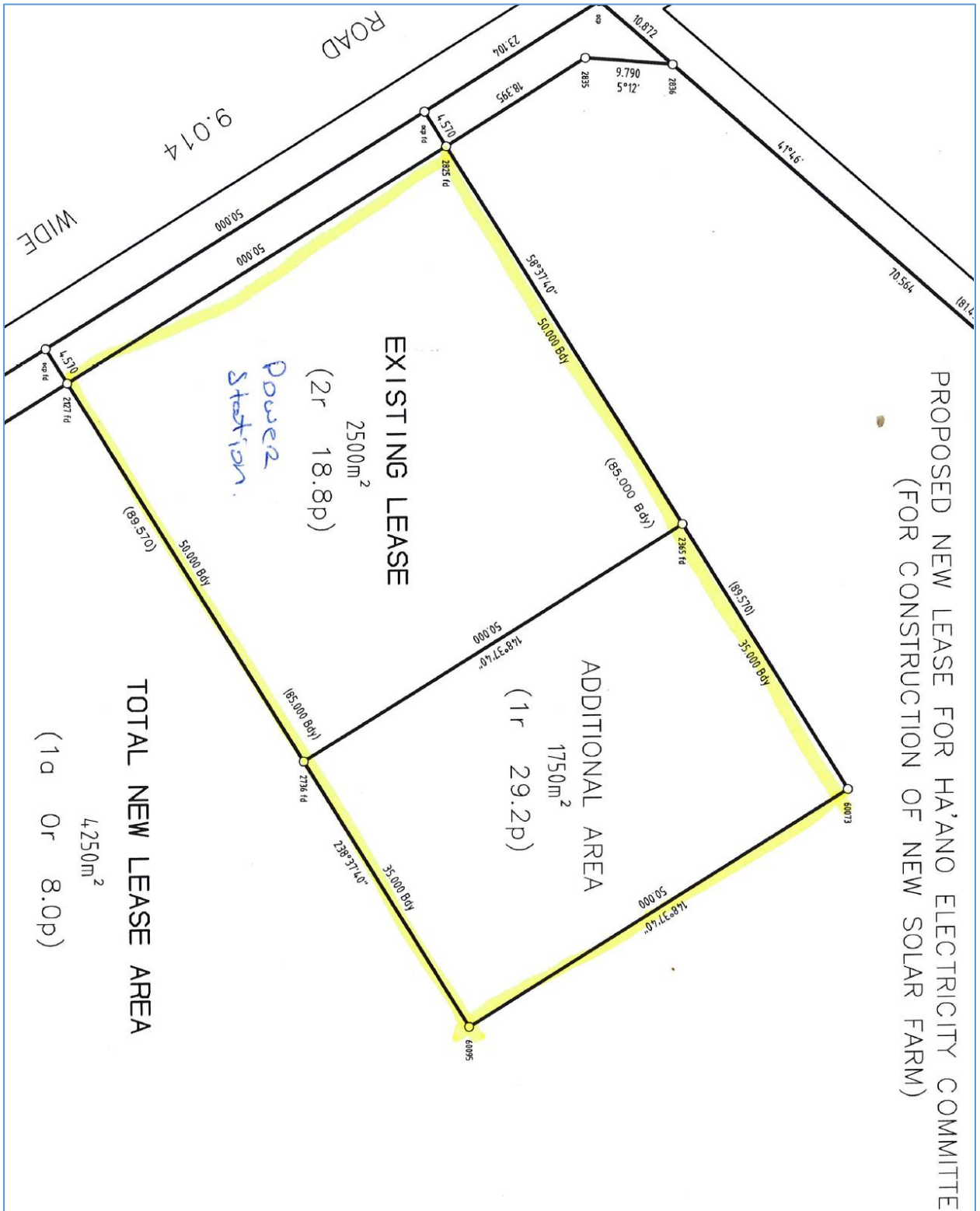
  
 Fakamo'oni ki he fakamo'oni 'a e Lesi.  
 Witness to the signature of Lessee.

**Kua Lesistia i he Tohi Lesitia 'o e Paf'anga 'o Tonga 'i he Ofisi 'o e Minista 'o e Fonoa,**  
**Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands,**

Nuku'afu, 'i hono hongofulu ma tolu 'Epeleli 2018  
 Nuku'afu, on the day of the month of April 2018  
 thirteenth

Fila  
 No. 9226

  
 Minista 'o e Fonoa  
 Minister of Lands.





5. Letter of Request from MEIDECC to the Palace Office relating to the Niuatoputapu site.



Ministry of Meteorology, Energy, Information, Disaster Management,  
Environment, Communications & Climate Change (MEIDECC),  
NUKU'ALOPA, TONGA

Ref: OIREP/NTT\_01

20<sup>th</sup> February 2016

Ratu Tevita Mara,  
Deputy Secretary,  
Palace Office,  
P.O. Box 6,  
Nuku'alofa,  
Tonga.

Dear Sir,

**Re: Seek His Majesty's Consent to lease land (IA 33.7P) in Niuatoputapu**

The Ministry of MEIDECC would like to formally seek His Majesty, King Tupou VI's consent to lease a piece of land comprising of 4,900.6 m<sup>2</sup> (IA 33.7P) in Niuatoputapu for the purpose of constructing a solar plantation for the people of Niuatoputapu.

This piece of land is situated on the right side of the Likamou New Hospital, being part of LOT 47 BLK 82/32 847. The purpose for this lease is to establish the 'Outer Island Renewable Energy Project (OIREP)' funded by Asia Development Bank (ADB) and Department of Foreign Affairs and Trade, Australia (DFAT) contracted to with the Kingdom of Tonga.

The OIREP solar hybrid plant shall power the entire Island of Niuatoputapu and shall comprise of:

- 150 kWp of solar PV.
- 295 kWh of (effective) energy storage.
- 80kW diesel back-up generator.

As mentioned above, the proposed site shall be a 'Dedicated Electrical Feeder' between the solar plant and the Likamou Hospital. In cases of black-outs/brown-outs in the Island, the hospital being a Dedicated Electrical Feeder shall not be affected nor fall short of electrical supply. The solar plant is guaranteed to be reliable, durable and resilient in supplying of electricity to the hospital as a priority and also throughout the Island even in any event of extreme weather conditions.

Attached to this letter is a copy of the proposed site in Niuatoputapu for ease of reference.

Sincerely,

**Paul Ma'u**  
Chief Executive Officer for MEIDECC



