

Due Diligence Report

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Tuvalu: Increasing Access to Renewable Energy Project

Prepared by Tuvalu Electricity Corporation and the Tuvalu Ministry of Public Utilities and Infrastructure for the Asian Development Bank.

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Executive Summary

The Tuvalu Increasing Access to Renewable Energy Project is supported with grant funding from the Asian Development Bank (ADB). The project will help Tuvalu increase the penetration of renewable energy and reduce dependence on imported diesel fuel for electricity generation. The project consultant (Entura), has carried out feasibility studies on potential renewable energy subprojects on the main island of Funafuti Atoll and on the three outer islands of Nukulaelae, Nukufetau, and Nui. This Due Diligence Report on Land Acquisition and Resettlement (DDR) is part of the wider feasibility studies.

The project has three outputs:

- Output 1: Additional solar photovoltaic (PV) systems installed on three outer islands of Nukulaelae, Nukufetau and Nui.
- Output 2: Additional solar PV and battery energy storage system (BESS) installed on Funafuti.
- Output 3: Enhanced institutional capacity and project management support for inclusive renewable energy project development and implementation.

The project in this context will install ground-mounted solar PV with ancillary works on the three target outer islands including additional solar photovoltaic (PV) capacity of 44.8 kWp on Nukulaelae, 78.4 kWp on Nukufetau, and 100.8 kWp on Nui. Modelling indicates no need to increase capacity of the existing BESS on the three outer islands. The project will also install 0.5 MW of roof-mounted solar PV on Government of Tuvalu (GoT) buildings on Funafuti Atoll, and will also install BESS capacity of 1.0 MW / 2.0 MWh at the TEC compound on Funafuti.

For the Nukulaelae subproject, no land acquisition or resettlement of any kind (voluntary or involuntary) will be required. For the Nukufetau subproject, TEC will amend an existing agreement with the Kaupule (locally elected township council) for use of an additional small area of the near-shore tidal flat. Ownership of the foreshore and seabed vests in the Crown subject to any public rights of passage, navigation, and fishing and to any private rights that may exist in or over the foreshore and seabed. The Kaupule of Nukufetau expressed their willingness to amend the existing agreement in the manner requested. The amended agreement will thus be a voluntary negotiated settlement with appropriate annual payments.

For the Nui subproject, three existing leases of private land for the existing solar array will be amended to slightly increase the lease areas of the three parcels in order to accommodate installation of new solar arrays. The landowners are willing to amend the existing agreements in the manner requested. The amended agreements will thus be voluntary negotiated settlements with appropriate annual payments. Annual lease payments are up to date for all the outer island lease properties.

The roof top solar PV and BESS sites for the Funafuti subproject have been selected and confirmed but are pending a wider ongoing lease negotiation between the Funafuti landowners and Government. It is noted that all land on Funafuti is owned and administered by the Funafuti Kaupule (town council). Government leases are now up for renewal and the negotiation process is acknowledged to take some time. The Kaupule however have officially indicated that they would be happy to authorize use of these properties for rooftop solar installations and have initiated a memorandum of understanding with Government to allow the project to proceed. This DDR will

then be updated with the required due diligence documentation after detailed design and before award of contract and civil works.

Under Output 3 of the project, consulting services will be provided for project management and construction supervision as well as an institutional capacity building program covering PV and BESS technical design, construction and operation and maintenance (O&M), financial and economic analyses, financial management, environmental and social safeguards, gender, procurement, tariff and governance. The project will also develop capacity of executing entities to manage assets and undertake operations and maintenance and improve community engagement.

During subproject construction, the contractor (via TEC) will arrange with relevant landowners (or the Kaupule) for any temporary use of vacant land for staging and storing project materials and equipment. Such temporary arrangements if required will be voluntary, and the contractor would return the land to its original condition.

In summary, no involuntary land acquisition or resettlement (physical or economic) will occur under any of the proposed subprojects i.e. no land will be acquired that will result in physical relocation of people or their residences, and no economic dislocation will occur. The project will not trigger ADB safeguards for involuntary land acquisition and resettlement and, as a result, is classified as Category C (no involuntary land acquisition and resettlement).

Currency

\$ = Australian Dollar (AUD)

1.00 Australian Dollar = 0.714 United States Dollar

Acronym	Meaning
ADB	Asian Development Bank
BESS	battery energy storage system
CEO	Chief Executive Officer
C&P	Consultation and participation
DDR	Due Diligence Report
ESCR	Environmental and Social Complaints Register
GAP	Gender Action Plan
GFP	Grievance Focal Point
GoT	Government of Tuvalu
GRC	Grievance Redress Committee
GRM	Grievance Redress Mechanism
kW	kilowatt
kWac	kilowatt alternating current
kWh	kilowatt hour
kWp	kilowatt power
LARP	Land Acquisition and Resettlement Plan
MPUI	Ministry of Public Utilities and Infrastructure
MW	megawatt
OPM	Office of the Prime Minister
PV	(solar) photovoltaic
QEII	Queen Elizabeth II
RP	Resettlement Plan
SPS	ADB Safeguard Policy Statement, June 2009
TEC	Tuvalu Electricity Corporation

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1. Project Background

1. The Tuvalu Renewable Energy Project is a technical assistance project supported with grant funding from the ADB. The project will help the Government of Tuvalu transform the power system from a manual diesel-based power system into a modern automated high renewable energy-based power system; improve the quality, reliability, and climate resilience of service, reduce reliance on fossil fuels for power generation, and reduce the cost of generation. The project is expected to decrease the cost of supply by replacing diesel power with solar power.

2. The project is expected to displace over 6.5 million liters of diesel fuel over the project lifetime and avoid 18,000 tons of carbon dioxide equivalent (CO₂e) GHG emissions over its lifetime. The project will contribute to achieving Tuvalu's *2009 National Energy Policy* target of 100% renewable energy for power generation by 2020 (revised to 2025). In this context, the project has three outputs:

- Output 1: Additional solar photovoltaic (PV) systems installed on three outer islands of Nukulaelae, Nukufetau and Nui.
- Output 2: Additional solar PV and battery energy storage system (BESS) installed on Funafuti.
- Output 3: Enhanced institutional capacity for inclusive renewable energy project development and implementation.

3. The project consultant has carried out feasibility studies on potential renewable energy subprojects on the main island of Funafuti Atoll and on the three outer islands of Nukulaelae, Nukufetau, and Nui (Figure 1, right). This Due Diligence Report is part of the wider feasibility studies.

4. The project scope under output 1 will install ground-mounted solar PV with ancillary works on the three target outer islands including additional solar photovoltaic (PV) capacity of 44.8 kWp on Nukulaelae, 78.4 kWp on Nukufetau, and 100.8 kWp on Nui. Modelling indicates no need to increase capacity of the existing BESS on the three outer islands.

5. The Project will also install under output 2, 0.5 MW of roof-mounted solar PV on Government of Tuvalu (GoT) buildings on Fongafale Islet, Funafuti Atoll, and will also install additional BESS capacity of 1.0 MW/2.0 MWh at the TEC compound on Fongafale Islet.

6. Under Output 3 of the project, consulting services will be provided for project management and construction supervision as well as an institutional capacity building program covering PV and BESS technical design, construction and operation and maintenance (O&M), financial and economic analyses, financial management, environmental and social safeguards, gender,



Figure 1. Map of Tuvalu in the South Pacific Ocean showing locations of Funafuti and the target outer islands of Nukulaelae, Nukufetau, and Nui (copyright by GraphicMaps.com).

procurement, tariff and governance. The project will also develop capacity of executing entities to manage assets and undertake operations and maintenance and improve community engagement.

7. This DDR assesses potential land acquisition and resettlement requirements and impacts of the proposed infrastructure subprojects and also assesses potential social, poverty, and gender impacts. The consultant has visited Tuvalu on four occasions (the first three with other members of the feasibility studies team) to gather information and meet with stakeholders as part of the feasibility study. The first visit of six days in September of 2018 included four days on Funafuti and travel by ship to the outer islands with half-day stops on Nukulaelae and Nukufetau, respectively. The second visit to Tuvalu was for seven days on Funafuti in January of 2019. A third visit of 10 days was carried out from 23 March to 2 April of 2019 to coincide with the ADB fact-finding mission. The final visit of 11 days was carried out from 1 June to 11 June of 2019 with a successful visit to Nui (five total days with stops at three other islands) and investigation of any progress on resolution of government land lease issues and assessment of potential alternate sites.

8. This DDR is a compilation of due diligence findings and has been updated following the June 2019 visit.

2. Land Acquisition and Resettlement

2.1 ADB Policy

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

10. Any involuntary land acquisition and any involuntary physical resettlement or economic displacement (“involuntary land acquisition and resettlement”) for an ADB project must be carried out in accord with safeguard policies laid out in ADB Safeguard Policy Statement, June 2009 (ADB SPS).¹ In cases of involuntary land acquisition and/or involuntary resettlement, ADB SPS mandates preparation of a Land Acquisition and Resettlement Plan (LARP) or a Resettlement Plan (RP) in which the borrower/client and ADB agree on how any involuntary land acquisition and/or resettlement would be carried out so as to accord with national law and with ADB SPS in order to protect landowners and other affected people.

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

¹ See Appendix 2, Safeguard Requirements 2: Involuntary Resettlement.

² See ADB Operations Manual, Safeguard Policy Statement [SPS] F01-4 Mar 2010, Appendix 2 Involuntary Resettlement.

coercion. In such cases, ADB SPS mandates preparation of a Due Diligence Report (DDR) confirming that any land acquisition and resettlement is voluntary.

12. No involuntarily land acquisition or involuntary resettlement will occur under the proposed project. All agreements will be freely negotiated settlements that are commercial in nature and entirely voluntary. Although the government has the power of eminent domain, the government neither needs nor intends to use it. All the proposed project sites have viable alternative sites.

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

2.2 Output 1: Outer Island Subprojects

2.2.1 Outer Islands Land Acquisition and Resettlement

14. For the Nukulaelae subproject, no land acquisition or resettlement of any kind (voluntary or involuntary) will be required. For the Nukufetau subproject, TEC will amend an existing agreement with the *Kaupule* (locally elected township council) for use of an additional small area of the near-shore tidal flat. As discussed below, ownership of the foreshore and seabed vests in the Crown subject to any public rights of passage, navigation, and fishing and to any private rights that may exist in or over the foreshore and seabed. The *Kaupule* of Nukufetau expressed their willingness to amend the existing agreement in the manner requested. The amended agreement will thus be a voluntary negotiated settlement with appropriate annual payments.

15. For the Nui subproject, three existing leases of private land for the existing solar array will be amended to increase slightly the lease areas of the three parcels in order to accommodate installation of new solar arrays. The landowners are willing to amend the existing agreements in the manner requested. The amended agreements will thus be voluntary negotiated settlements with appropriate annual payments. Annual lease payments are up to date for all the outer island lease properties. Copies of the latest payment schedules (June 2018) appear in Appendix 6.

16. During subproject construction, the contractor (or TEC on their behalf) will arrange with relevant landowners on the three outer islands for any temporary use of vacant land for staging and storing project materials and equipment. Such temporary arrangements will be voluntary, and the contractor would return the land to its original condition.

17. In summary, no involuntary land acquisition or resettlement (physical or economic) will occur under any of the proposed output 1 subprojects on the three target outer islands. As illustrated below in Figure 2, 4 and 8, are the lease boundaries for Nukulaelae, Nukufetau and Nui. Lease properties on all three islands were cleared and perimeter fences built in accord with the surveyor’s marks on the ground, and the parties report no disputes concerning the boundaries on any of the three islands.

2.2.2 Nukulaelae

18. Nukulaelae currently has 90 kW diesel generator capacity, 45 kW solar PV, and 576 kWh BESS. Together, the solar PV and BESS supplied 68.4% of total demand in 2017 and 67.2% in 2018. The BESS is housed in the same building that houses the diesel generator, and the solar is ground mounted in an elevated position next to the powerhouse inside the security fence (Figure 2, below).



Figure 2. Nukulaelae with overlays showing locations of power station (white rectangle), existing solar array (grey hatched rectangles), proposed new station building (grey rectangle), and additional 44.8 kWp PV array (yellow rectangle). Existing lease boundaries for the powerhouse are shown in green, and existing lease boundaries for the solar PV are shown in red.

19. In June of 2015, TEC acquired a 25-year lease on Nukulaelae over the powerhouse and battery storage property in one private parcel and separate 25-year leases over the ground-mounted solar property in three private parcels. Paragraph 5 of the leases make them renewable. Copies of the signed lease documents appear in Appendix 1. Annual lease payments are up to date as of June 2018.

20. The project will rebuild the Nukulaelae powerhouse to raise the floor level for flood protection to the same as that of the battery house. The project will also add 44.8 kWp solar PV within the current solar lease boundaries. The expansion area has already been cleared of vegetation (Figure 3).

21. Due diligence for the Nukulaelae subproject concludes that the land occupied by the existing generator station and battery house and by the solar array was properly acquired by lease under applicable laws, the acquisition was voluntary, and appropriate compensation has been and is being paid. Stakeholders report and documents reveal no legacy issues. No new land will be acquired, and no resettlement impacts will occur under the proposed Nukulaelae subproject.



Figure 3. Existing solar PV array at left and the proposed solar expansion area at centre on Nukulaelae.

2.2.3 Nukufetau

22. Nukufetau currently has 130 kW diesel generator capacity, 87 kW solar PV, and 1,008 kWh BESS. Together, the solar and BESS contributed 63.2% of total demand in 2017 and 54.8% in 2018. The largest of Nukufetau's three existing solar arrays is located on tidal sand flats near the power station, another array is on the roof of the BESS house, and a third array is ground-mounted in an elevated position inside the security fence immediately adjacent to the power station (Figure 4 and Figure 5). The project will install an additional 78.4 kWp on the tidal flat adjacent to the existing solar array.

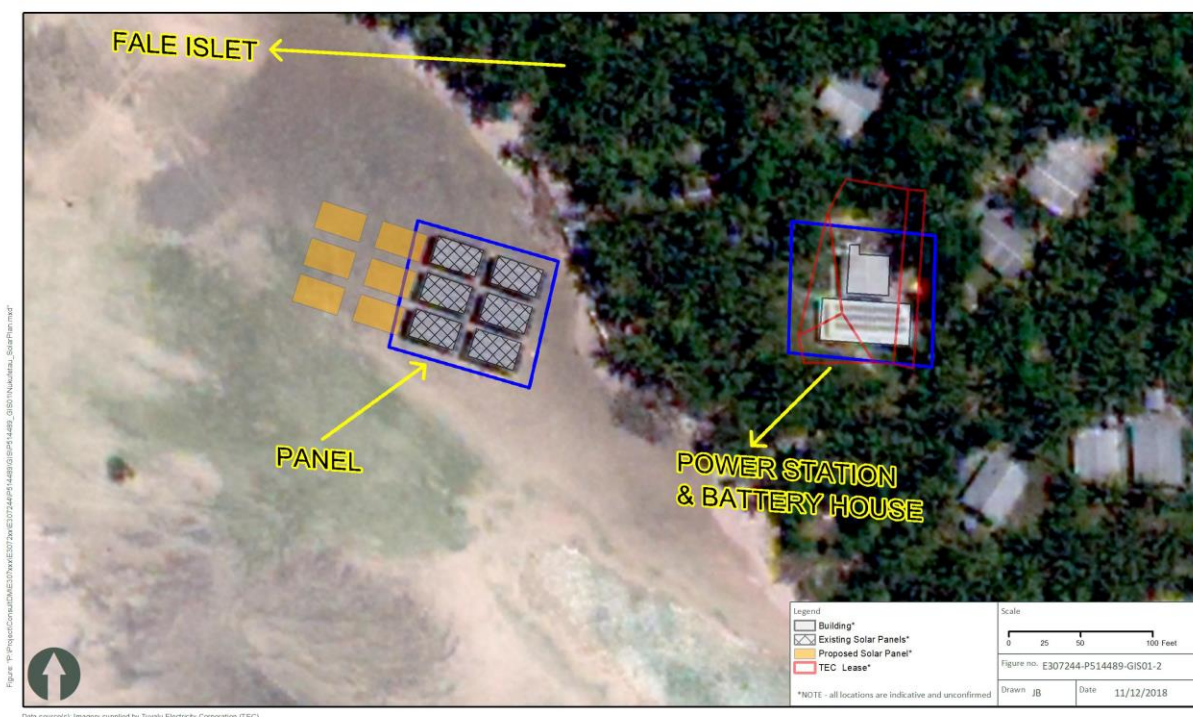


Figure 4. Nukufetau site overview showing the proposed 78.4 kWp solar array expansion area (yellow rectangles) adjacent to the existing array (hatched grey rectangles) and lease boundaries for the existing powerhouse and solar array (red lines). The blue lines do not demarcate boundaries.



Figure 5. Google Earth photo showing the location of the existing and proposed solar arrays on the tidal flat between Savave Islet (right) and Fale Islet (left) at the southwest corner of Nukufetau Atoll.

23. In June of 2015, TEC acquired a 25-year lease on Nukufetau over the powerhouse and battery storage property in four private parcels (Figure 4). Paragraph 5 of the lease allows it to be renewed. A copy of the lease document appears in Appendix 2. Also, in June of 2015, TEC entered a 25-year agreement with the *Kaupule* for use of the tidal solar site. Paragraph 5 of the agreement allows it to be renewed. As discussed in Section 2.3, the Foreshore and Land Reclamation Act vests such tidal property in the Crown subject to certain public and private rights.³

24. TEC advises that it used a standard lease form for the Nukufetau tidal flat installation and did not request legal advice from the Department of Lands concerning the form an agreement should take for securing an area of a tidal flat. In legal terms, the annual 'lease' payment to the *Kaupule* might best be considered compensation for any restriction of public passage over that section of the foreshore rather than being considered a lease of land. In any case, the payment constitutes a modest windfall for the community and is recognized as such by both parties. A copy of the agreement appears in Appendix 3.

25. The present project will install 78.4 kWp additional solar capacity on the tidal sand flat to the northwest of the existing array (Figure 6). The new solar expansion will approximately replicate the existing layout of six arrays of 10 m x 6 m (each) together with spacing giving a total new area of about 420 m² adjacent to the existing array. The Department of Lands will survey the expansion site, and TEC will enter a new agreement with the *Kaupule* for this additional area. The *Kaupule* has expressed their willingness to do so.

³ Tuvalu law does not explicitly recognize customary rights over land or water.

26. TEC will enter into a new, voluntary agreement with the *Kaupule* to occupy about 420 m² of additional tidal flat that the Crown owns. No physical or economic displacement will occur. TEC will nevertheless compensate the community at the standard government land lease rate of \$3,000 per acre.⁴

27. Due diligence for the Nukufetau subproject concludes that the land in question was and will be properly acquired by lease under applicable laws, the acquisition was and will be voluntary, and no involuntary resettlement or economic displacement will occur, and stakeholders report and documentation reveal no legacy issues.



Figure 6. Existing solar array on the tidal flat at Nukufetau.

2.2.4 Nui

28. Nui currently has 130 kW diesel generator capacity, 77 kW solar PV, and 864 kWh BESS. Together, the solar and BESS contributed 58.7% of total demand in 2017 and 37.2% in 2018. The existing solar array is ground-mounted in an elevated position inside the fence and immediately adjacent to the power station and battery house (Figure 7).



Figure 7. Photo of the existing Nui site taken from the roadway north of the site. The power house is in the centre foreground, the battery storage house in the right foreground, and the solar field in the left background – all surrounded by a fence.

29. In 2015 TEC and local landowners entered voluntary lease agreements for the powerhouse and battery storage property in two private parcels and for the solar property in three private parcels. Both sets of agreements are for 25 years with the start backdated to 2014. Paragraph 5 of the leases allows for them to be renewed. Copies of the lease documents appear in Appendix 4. Stakeholders report and documents reveal no legacy issues with the existing leases.

⁴ The question of how this rate was derived and whether or not it is “market rate” is not relevant in the present case for the following two reasons. First, there is no land market on the target outer islands and only one potential lessee (and in the case of the tidal flat, only one potential lessor). Second, under both local law and ADB SPS, the requirement that payment be at “market rate” applies only to the exercise of eminent domain or involuntary land acquisition. The safeguards do not apply to voluntary negotiated settlements under which lessor and lessee may settle on any mutually agreeable rate—even zero in the case of land donation.

30. The current project will install an additional 100.8 kWp solar PV adjacent to the existing solar array on Nui. The additional area for that expansion has already been surveyed with the permission of the owners of the three affected parcels (Figure 8, and Figure 9), but the new leases have not yet been prepared. The new leases for the expanded solar area will appear in Appendix 5, when the DDR is updated after detailed design and before award of contract and civil works. The *Pulekaupule* (head of the local township council) and the Acting Secretary confirm that the three landowners are happy to enter new leases for the expanded area.

31. Due diligence for the Nui subproject concludes that the existing site was acquired properly by commercial lease under applicable laws, the acquisition was voluntary, and appropriate compensation has been and is being paid. An additional small area for the expanded solar site will be acquired voluntarily under commercial leases. The additional lease area will involve the same three parcels and the same three landowners involved in the first solar leases. The landowners are happy to enter into new leases for the expanded area. No involuntary resettlement will occur as such for all the 3 outer island subprojects.

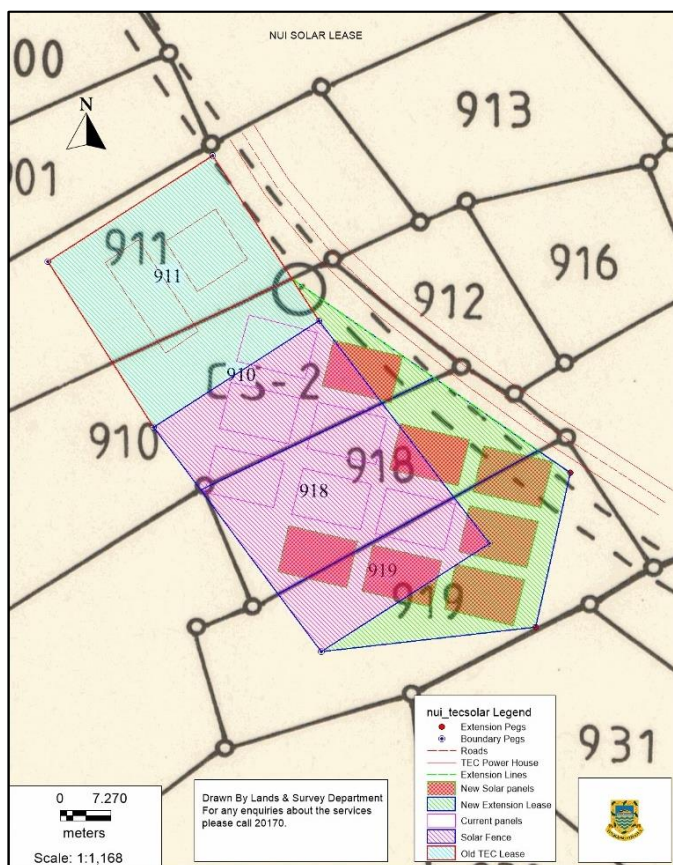


Figure 8. Cadastral map of the Nui power station and solar site. The lease for the diesel station is shaded in light blue with battery house (left) and diesel house (right). The lease for the existing solar arrays is shown in light purple. The proposed seven new solar arrays are shown as red rectangles with the new lease area shaded green. The roadway is shown as a thin red lines in the upper right.



Figure 9. Photo of new lease area (foreground and left) taken from the survey point adjacent to the roadway.

2.3 Output 2: Funafuti Subproject

2.3.1 Summary of Funafuti Subproject Investment

32. The central area of Fongafale Islet, Funafuti Atoll, contains the urban centre of Tuvalu including the Government Office Building, the airstrip and passenger terminal, the new Queen Elizabeth II (QEII) Park and Convention Centre, and most other major government buildings (Figure 10).



Figure 10. Google Earth photo taken in 2016 showing the central area of Fongafale Islet with locations of Government Building, the airstrip and passenger terminal, the new QEII Park and Convention Centre, and most other major government buildings.

33. The Funafuti subproject does not include construction of new distribution lines to the solar PV or the BESS sites and does not include work on existing distribution lines running to the sites. Land requirements are thus limited to the solar PV and BESS properties themselves.

34. The subproject in Funafuti thus will install 0.5 MWp roof-mounted solar PV on major government buildings in the central area of Fongafale Islet and will install BESS capacity of 1.0 MW/2.0 MWh at the TEC compound (Figure 11). Confirmed locations for installing the 0.5 MW rooftop solar PV comprise the following national government buildings:



Figure 11. Google Earth image showing locations of preferred locations for installing solar PV and BESS on Funafuti.

- i. Hospital
- ii. Airport terminal
- iii. New waste transfer warehouse (east of the runway)
- iv. New civil servant residences (opposite ESFAM Hotel)
- v. Government office building vehicle parking shelters

35. The national government owns the TEC compound and all five structures proposed for solar PV installations, but all those structures sit on land the government has leased from private landowners, and the status of these and all other government leases of private land on Funafuti is under review. Government had acquired and occupied all the proposed project sites and all other leased government properties on Fongafale Islet many years ago, so all project activities on Fongafale will not include any new land acquisition or resettlement. The target sites and all other government lease lands on Fongafale are however subject to a common legacy issue with

regards to renewal and negotiation off the existing terms of the lease agreement. The issue is whether or not a valid lease exists between landowners and the government and whether the rate paid for that lease is both valid under the lease and acceptable to all parties. The lease (and related matters) is currently before the High Court.

2.3.2 Government Lease Properties on Funafuti

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

37. All properties leased and occupied by the government on Fongafale Islet are burdened by the same legacy issue. The Crown Acquisition of Lands Act 1954 gave the predecessor colonial government—and now gives the independent government—legal authority to acquire private land by eminent domain. In August of 1963, the colonial government issued a Notice (Funafuti Airfield) known as the Crown Acquisition of Lands Ordinance (No. 3 of 1954) to acquire 200 feet (approximately 61 metres) of private land on either side of the centre line of the existing airstrip with the total area apparently amounting to over 16,000 m² (16.0 hectares or 39.7 acres). The Notice limited the term of the acquisition to 20 years, however, and landowners were apparently compensated up front for the full term.

38. The airfield acquisition was thus in the form of a lease rather than an outright purchase—leaving the underlying properties as individual parcels of private Native Land. Tuvalu became fully independent in 1978, and when the 20-year term of the airfield acquisition ended in August of 1983, the new government converted the airstrip and other government leases on Fongafale Islet to either 25-year or 99-year terms.⁵ The government then began making annual lease payments to the landowners.

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

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

⁵ Government has recently found a copy (previously misplaced) of what is apparently a single 99-year lease document covering numerous individual properties. Other properties may remain under one or more 25-year lease agreements. It is unclear at this distance which lease term might apply to which particular properties, but the difference may not be material to the present discussion because all the properties are subject to the common legacy issue and all such issues could be dissolved by a common resolution.

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

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

43. The matter is currently before the High Court, but the dispute over lease payments led landowners to blockade the international airport on 1 July, 2019.⁶

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

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

46. Due diligence conducted for project preparation concluded on Tuvalu in early June of 2019, whereby TEC met with representatives of the Funafuti *Kaupule*, landowners, and FNLTB to discuss the possibility that—pending formal resolution of the government lease issue—landowners might discuss with GoT the possibility of executing an MOU between landowners and GoT that would protect any ADB assets that might be installed on government building rooftops and leased land under the present project.

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

⁶ <https://www.rnz.co.nz/international/pacific-news/393389/tuvalu-landowners-block-airport-over-lease-non-payment>

3. Tuvalu Administrative Framework: Involuntary Land Acquisition and Resettlement

48. The Tuvalu country safeguards system regarding involuntary land acquisition and resettlement accord well with ADB SPS. In the abstract legal sense, Tuvalu safeguards might be considered to fall somewhat short of ADB requirements in certain details, but no special measures need be developed to fill those gaps in the present case because there is no reason to believe that the project would require or the government would pursue involuntary land acquisition or resettlement. The process is thus summarized in this section.

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

no-one shall be deprived of property except-

(d) with his consent; or

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

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

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

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

(6) Adequate compensation shall be promptly made.

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

(a) his interest or right; and

(b) the legality of the deprivation; and

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

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

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

3 Power of the Minister to acquire land

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

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

6 Notice of intention to take and power to take possession

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

52. Section 8 states that “Disputes as to compensation and title to be settled by High Court.” Section 10 lays out the procedure for determining “the value of the lands or of any buildings or trees or crops thereon.” Section 11 lists the following matters to be considered (and those not to be considered) in determining value:

11 Matters to be considered in determining compensation

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

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

53. Section 12 requires “Compensation for loss of rents and profits” but only “for the period between the time the Minister so entered into possession, and the time when the consideration

due under an agreement has been paid.” Section 14 requires the government to pay the costs of acquisition. The “Notice of Intention to Take Lands” for public purposes notes that the Minister can take possession of the land after a designated period of weeks and does not require that any compensation due must be paid before taking possession of the land or before any works begin.

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

4. Project Land Acquisition and Resettlement Impacts

4.1 Summary of Land Acquisition and Resettlement Impacts

55. Once the government lease issues on Funafuti are resolved, no involuntary land acquisition or resettlement will occur under the project. No negative impacts will occur from land acquisition or resettlement. The proposed subprojects would not displace anyone physically or economically. Project assets will be installed on government owned buildings and government leased land on Funafuti, on public foreshore under local ‘lease’ agreements on Nukufetau, and on government leased land on Nukulaelae and Nui.

4.2 Census of Affected Persons and Inventory of Losses

56. ADB SPS applies the terms “Affected Persons” and “Inventory of Losses” under policies regarding involuntary land acquisition and involuntary resettlement (physical or economic displacement). Project works will involve no involuntary land acquisition or involuntary resettlement. Therefore, no persons would be affected by involuntary land acquisition or involuntary resettlement and there would be no inventory of losses from involuntary land acquisition or involuntary resettlement. If the project were to change in some way that required involuntary land acquisition and/or resettlement, a census of Affected Persons and an inventory of their losses would be carried out at that time.

5. Grievance Redress Mechanism

57. Every project should have a single Grievance Redress Mechanism (GRM) to receive and facilitate resolution of any concerns or grievances that might arise during the course of project implementation. Since all the proposed project works would be carried out by or under the guidance and authority of TEC, and since project communities and their respective landowners, households, and businesses deal directly with TEC on a regular basis as customers, it would be best to use standard TEC channels for receiving and dealing with any project-related grievances relating to land acquisition and resettlement. Note here that “resettlement” impacts would include any temporary commercial, wage, or other income losses due to project works.

58. In serious cases, people would likely take grievances directly to the General Manager or perhaps to a relative that happens to hold a senior position in TEC, but a project-specific staff member acting as grievance focal point within TEC or the PMU will be designated once project implementation begins and will employ the following mechanism:

59. Environmental and social complaints will be received through the Grievance Focal Point (GFP), which will be designated personnel from within TEC who will be responsible for receiving the complaints. TEC will record the complaint in the onsite Environmental and Social Complaints Register (ESCR) in the presence of the GFP.

60. The GFP will discuss the complaint with the Implementation Contractor and have it resolved. If the Contractor does not resolve the complaint within one week, then the GFP will bring the complaint to the attention of the designated PMU Safeguard Specialist. The PMU Safeguard Specialist will then be responsible for coordinating with the Contractor in solving the issue.

61. If the Complaint is not resolved within two weeks the GFP will present the complaint to the Grievance Redress Committee (GRC). The GRC will be comprised of designated officials from the following organizations: Contractor’s Environment Specialist and/or Social Specialist, PMU Safeguard Specialist, GFP, Island Level Representative, and a representative from the Executing Agency.

62. The GRC will have to resolve the complaint within a period of two weeks and the resolved complaint will have to be communicated back to the community. The Contractor will then record the complaint as resolved and closed in the Environmental and Social Complaints Register.

63. In parallel to the ESCR with the Contractor, each GFP will maintain a record of the complaints received and will follow up on their rapid resolution. The Executing Agency through the Implementing Agency will also keep track of the status of all complaints through the Monthly Environmental and Social Monitoring Report submitted by the Contractor to the PMU and will ensure that they are resolved in a timely manner. Figure 12 presents a flow chart of the Grievance Redress Mechanism.

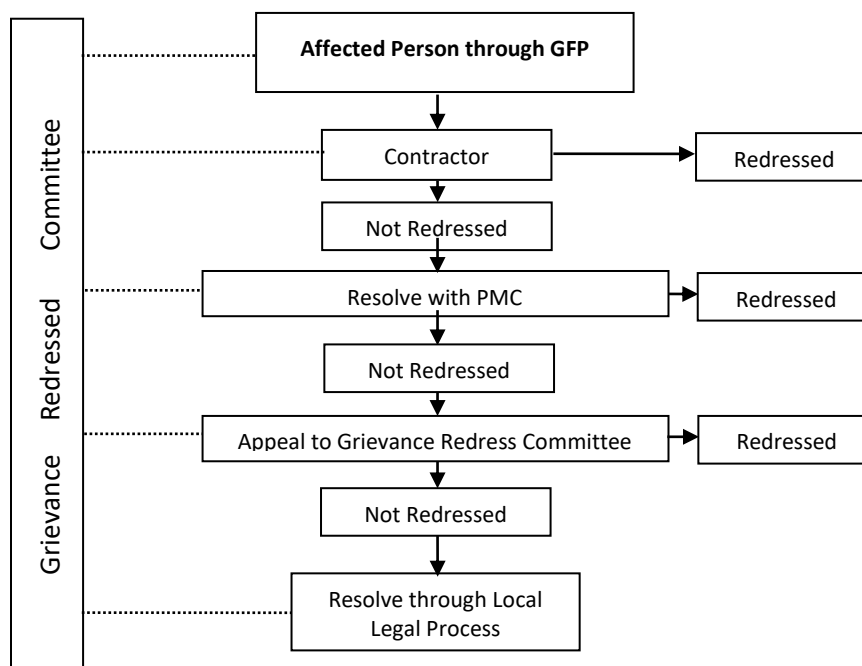


Figure 12. Flow chart of the Grievance Redress Mechanism showing the formal steps for making and dealing with project-related grievances.

64. An appropriate public awareness campaign will precede and carry on through project implementation, to advise people where and how to direct any grievances.

6. Indigenous Peoples

65. ADB Safeguard Policy Statement 2009 (Appendix 3, p. 56) uses the technical term, “Indigenous Peoples,” to mean:

A distinct, vulnerable, social and cultural group possessing the following characteristics in varying degrees:

- (i) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others,
- (ii) collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories,
- (iii) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture, and,
- (iv) a distinct language, often different from the official language of the country or region.

66. The policy adds that “a group that has lost collective attachment to geographically distinct habitats or ancestral territories in the project area because of forced severance remains eligible for coverage under this policy” (*ibid*).

67. People living on the four target islands are overwhelmingly ethnic Tuvaluans who collectively meet criteria (i), (ii), and (iv), but they do not meet criterion (iii), and they are not “vulnerable” socially or politically within their own country. Therefore, there are no Indigenous Peoples in Tuvalu.

7. Stakeholder Consultation and Participation

68. ADB requires projects to engage in and carefully document meaningful consultation with stakeholders. ADB defines “meaningful consultation” as a process that:

- (i) begins early in the project preparation stage and is carried out on an ongoing basis throughout the project cycle;
- (ii) provides timely disclosure of relevant and adequate information that is understandable and readily accessible to affected people;
- (iii) is undertaken in an atmosphere free of intimidation or coercion;
- (iv) is gender inclusive and responsive and tailored to the needs of disadvantaged and vulnerable groups; and
- (v) enables the incorporation of all relevant views of affected people and other stakeholders into decision making such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues (ADB SPS, p. i).

69. In carrying out due diligence, the Entura team met with all major stakeholders including staff and officers of TEC and the Executing Agency and the Implementing Agency, other offices of the national and atoll governments, the national women’s NGO, affected landowners and other residents of all four target islands, and ADB. The Entura team visited all subproject sites and met with local stakeholders. The team worked closely with TEC and referred all major project design decisions to TEC and to ADB. All stakeholders were found to support the project.

70. The overriding interest of community stakeholders is that the new infrastructure will help reduce electricity tariffs. They were advised that electricity tariffs may not be reduced as a result of the increased penetration of renewable energy because of the large current gap between TEC revenue and expenses. Community stakeholders expressed no other concerns.

71. Due diligence consultations included group meetings with *Kaupule* and senior staff of Nukulaelae (8 September, 2018); *Kaupule* and senior staff of Nukufetau (9 September, 2018); *Kaupule* and senior staff and leading chiefs of Funafuti together with representatives of the Funafuti Native Lands Trust Board (25 January and 10 and 11 June, 2019), senior officers of GoT (10 September, 2018, and 28 January and various dates in March, 2019); *Pulekaupule* and *Kaupule* Secretary of Nui (4 June, 2019);⁷ TEC staff and private individuals on the three target outer islands; and (for comparison) TEC staff on Nanumaga, Nanumea, and Niutao Atolls. Figure 13, Figure 44 and Figure 15 present



Figure 13. Entura team meeting with Nukulaelae *Kaupule* and staff, 8 September, 2018.

⁷ The five newly elected *Kaupule* on Nui insisted on receiving an \$80 per person sitting fee from the visiting team. Payment was declined on instruction from TEC, but as a compromise, the *Pulekaupule* and the Secretary met with the team.

photos from the consultations. Appendix 7 presents a list of stakeholders consulted in preparation of this DDR.

72. The PMU and the implementation contractor will consult with and advise target communities regarding implementation work. The implementation contractor will work with and through the Tuvalu National Council of Women and with the government's Gender Affairs and Culture Department to design and implement a public awareness and education program for households on electricity demand management. TEC, Entura, and the Ministry of Finance will consult with GoT regarding any potential changes to electricity tariff structure and/or rates and will take direction from GoT regarding any public consultation process to be carried out regarding any such changes.



Figure 14. Entura team meeting with Kaupule and staff of Nukufetau (9 September, 2018).

73. A Stakeholder Participation and Communication Plan has been prepared as a standalone document to guide public awareness and consultation activities during project implementation. In carrying out that plan, the PMU could meet initial consultation requirements for the project by calling a public information meeting on Fongafale and inviting Funafuti and outer island *Kaupule* and other members of target stakeholder groups along with institutional stakeholders and members of the general public. TEC will broadcast radio notices to invite key stakeholders and members of the public. TEC will advise and inform residents of the target outer islands through the local *Kaupule*.

74. The PMU would post summary information and answer common questions via regular email communication, in person at the public meeting on Fongafale, and in person during any travel to the three target outer islands. TEC would explain in some detail what effect, if any, continued development of renewable energy is expected to have on electricity tariffs. This would require providing transparency to the public about TEC's current operations and finances.

75. Depending on the outcome of (and any follow up to) the review of the electricity tariff structure and rates, and depending on advice from GoT, public consultations may include important discussions with stakeholders regarding electricity rates and



Figure 15. Tuitala feeding his pigs at the potential location of a raised solar PV installation adjacent to Taisala Pond, 23 January, 2019.

subsidies. TEC and its PMU would take stakeholder comments under consideration and modify rates and subsidies as directed by its Board of Directors and by Cabinet.

76. ADB requires that stakeholder consultations be well documented. Attendance sheets recording name, gender, and institution should be prepared and filed for all group meetings. Appendix 8 provides a template that can be used to document meetings. For large group meetings, written documentation should be accompanied by one or more photographs to document the meeting, its venue, and its participants.

77. The TEC and its PMU would begin formal consultations once the project is approved and it would be designed to meet three purposes.

78. First, the PMU would provide landowners and residents with detailed information about the proposed project and how it would proceed. It is very likely that residents will be enthusiastic in wanting the project to proceed, but opinions can change once more details become known. Important details include:

- (i) Where, when, and how the various project assets would be installed.
- (ii) Who would carry out the various project works.
- (iii) Where any off-island workers would reside and how they would be fed.
- (iv) What village labor and other resources, if any, would be required and under what terms and conditions.
- (v) What effect, if any, the project would have on electricity service and rates.

79. Second, the PMU would answer questions and negotiate any uncertain terms and conditions with the community.

80. Third, prior to the start of project construction, the PMU and/or the implementation contractor will need to consult with the community and reach agreements with the *Kaupule* and potentially with particular landowners in regard to housing off-island workers, equipment storage and laydown areas, any room and board arrangements for off-island workers, and organization of and compensation for any local labor.

81. Fourth, the implementation contractor and the PMU would advise and consult on site with local stakeholders to ensure that the Grievance Redress Mechanism is understood. The Grievance Redress Mechanisms (GRM) should be in place at each stage of the project from inception through everyday operation. The GRM should provide public stakeholders with simple and effective means to raise issues or lodge complaints and to have the matters resolved in a fair, transparent, and timely manner.

8. Follow up Actions

82. A Resettlement Plan is not required for this project as the subprojects will not cause any physical and economic displacements nor require any land acquisition since the scope of work will be confined within government leased land and government building rooftops. This DDR will be again updated pending the resolution of the Funafuti legacy issue and before award of contract and civil works. Six items for GoT and TEC action remain on the to-do list before final update of this DDR:

1. Resolve legacy lease issue on Funafuti through a signed MOU(GoT).

2. Provide signed solar lease at Nukulaelae (TEC).
3. Provide survey map for expanded tidal solar area at Nukufetau (GoT).
4. Provide signed lease for expanded tidal solar area at Nukufetau (TEC).
5. Provide signed leases for additional solar area at Nui (TEC).
6. Provide copies of financial documents showing outer island solar lease payments are up to date for 2019 (TEC).

9. Monitoring and Reporting

83. No monitoring and reporting will be required for land acquisition and resettlement issues after the DDR is finally updated before award of contract and civil works. Relevant information however related to involuntary safeguards, if any, will be reported in the project's progress report and semi-annual safeguards report to ADB.

Attachment 1: Nukulaelae Lease Documents

TBA (not yet signed).

Attachment 3: Nukufetau Tidal Flat Lease Document

TUVALU

FEAGAIGA O TE LIISI

Vaega 2 (1) o te Tulafono foliki o mea tau liisi

Fakamatalaga e Peta e nafa 2 te Feagaiga o te liisi
 Igoa o Tino e liisi tena Manafa ("Leeso"): NIKEFEFA KAMPICE (VALISI)
 Te koga e nofo lei: SAYAVE
NUKUFETAU
TEC
VAIDAKU
KUNAFITU

Igoa o Tino e liisi tena Manafa ("Leesi"):
 Te koga e nofo lei:

Fakamatalaga o te Manafa e liisi
 Igoa o te Manafa: 0.1374
 Napa Fakamau: —
 Te motu e ta lei: \$42.2
 Fenua: \$3000
NIKUFETAU

Te leva o te Feagaiga e 25 tausaga kamata mai te po. 28 o SEPTEMBER i tausaga e 2015

FAKAMATALAGA O TE FAKAMAU

1. Ato feagaiga tena ka fakapaga ki te Vaega e VI o te Tulafono o Manafa o Tuvalu (Cap 22)
2. Ko lotomale te tino liisi ka togi atu ki tino tena o ia te manafa te togi oia liisi tela kua oti ne talia mai manafa o te po. 01 o JUNE i tausaga takitasi, tela te paelaga manafa kua i te po. 01 o JUNE i 2015
3. Ko lotomale te tino liisi mo te tino o ia te manafa ka liisi tena manafa mo fakata te fili laa (SOLAR PANEL). Sose atakaga e fai iluga ne manafa e tau o fakamata tena manakaga ote Kampase in o Tuvalu (TEC).
4. Kua oti ne kua malia kua i tino o ia te manafa pela fiki mo te tino e liisi ne ia te manafa mo i te po. 01 o JUNE i 2015 kua i te tiki liisi tauanga mai tau fili o tino tena, ka kua fai ei te iluga mo me se fakapaga tela ka lotomale kua liisi o laa ki se togi tena tela ka fakapaga ei te togi o te liisi mo te vaetasi tena. Kua i sone se manakaga e manafa ne togi e laa e taua loa mo se fakamata o se togi o te liisi, ko te mea tena ka ave ki te Fono Manafa o Tuo Toi ka fakatua ne ia. Te iluga e manafa mai ki ka fai pela me ko te togi o te liisi.

5. Kafia ko pili o oti ate maloni ote liisi kae kafia fiki koi manako te tino liisi ke toe liisi ne ia te manafa, a ia e tau o kamata ma fesokotakaga mote tino o ia te manafa i koto i se leva e 18 masina.
6. I taimi o se liisi e saoloto te tino liisi ma fakapaga katoa ne ia te laukele fakatua mo, lakua mo nini mea aka fiki kolo e ta i luga o te laukele tena, kae ka togi katoa fiki neia lafoga mo nini tape aka fiki kolo e tau o togi mote manafa tena.
7. Te tino liisi e se talia ke tapale se ia a me mo faafinu mai luga ne manafa.
8. A fakamata kua kua TINO LIISI mo te TINO EO IA TE MANAFA e aofia a lona katoa kolo ka soti ne lafoa a fakamata kua kua.
9. Te tino liisi e se manafa ne ia o naka atu te manafa liisi tena o me se vaega o ia ki se tino e manafa mo se talia kua mai te tino o ia te manafa kae se fia pela se talia o manakaga ka sone fakamata.
10. Kafia e se paela atu te togi ote liisi o me se vaega o ia i loto ote tolu masina mai tau o taimi tela ne tau o togi atu ei (se afika manafa ko oti ne fakamata kua me kua) mai taimi la tena ka malia se tino tela o ia te manafa o pake se ala io me ko tena manafa kua.
11. Kafia se tokotasi o se fakatua ne ia a manakaga ote feagaiga tena kae se malia fiki o mata se malaga kici, ko malia lei nete tino tena o ave kina foto.

Fakamatalaga a la manafa i laa

E pela mo te mea e fakamata atu ita (attached plan)

Fakamata e laa mo nini mea aka fiki

E pela loa mo te mea e fakamata atu i te pepa fakapaga o nini tape e tau togi (Compensation Schedule)

KO FAKAMAONI ATU ki saingaga manafa i laa mo ko talia ne mata o fakamata katoa kolo e fakamata i te feagaiga tena:

Ia po 28 o SEPTEMBER i 2015

NIKEFEFA KAMPICE
 TINO FAI MANAFA
 (LEESOO)

NIKEFEFA KAMPICE
 MOLIMAU

NIKEFEFA KAMPICE
 TINO E LIISI NEIA TE MANAFA
 (LEESII)

NIKEFEFA KAMPICE
 MOLIMAU

Mo te talia o te Fono Manafa
 Napa o te Fono: 01/01 a te Fono Manafa o NIKEFEFA KAMPICE ne fakamata ei me-

- (a) Te manafa tela ka liisi ko te manafa tena oia o tino tela ka liisi tena manafa mai loto o Tulafono o manafa.
- (b) A tino tela e liisi tena manafa, o mea se mea e fakapaga io me taua mai ei a la manafa ko katoa taimi o te liisi, ako te mea
- (c) a tino tela e liisi tena manafa e tau o laa manafa kolo e togi mo taua tena oia mo tena katoa

* Tino katoa manafa te manafa tena e ta i luga ite tena io me se katoa tela e se iluga tena mo se paelaga (c).

Per: 01/01/15 NIKEFEFA KAMPICE
 Fakamata

Mo te talia o te Fono Manafa

- (a) I pili mo fakapaga o te liisi ka soti se tino ka oia manafa i
- (b) Ne fai te iluga tena tena e pela loa mo manakaga katoa kolo e fakamata

i te Otomasi o Manafa 1956 vaega 63

(c) Me i togi katoa kolo e fakatua mai ne te tulafono kua oti katoa ne togi tela tena oia e 503.00, kae fakamata i te liisi napa. 01/01/15
 Ie po 01/01/15

Ko talia ne au te liisi

Pe o te Manafa: 10/12/15 NIKEFEFA KAMPICE
 MINISITA O MANAFA

Napa Fakamau o te Liisi: 01/01/15

Attachment 4: Nui 2014 Lease Documents

TUVALU

FEAGAIGA O TE LIISI

Vaega e 2 (1) o te Tulafofoni foliki o mea tau liisi

Fakamatalaga o Te Liisi e aofia i te Feagaiga o te Liisi

Igoa o Tino e liisi tona Manafa ("Leesoo");
Te koga e noli lei

Igoa o Tino e liisi tona Manafa ("Leesii");
Te koga e noli lei

Fakamatalaga o Te Liisi e aofia i te Feagaiga o te Liisi

Igoa o te Manafa: TEKIAA TAPURU Easi fakamatalaga
Napa Fakamau: 919 Togi o te liisi: 0.06531 acres
Te motu e tu lei: FENUHATAU Togi i te eka: \$15.98
Fenua: NUI Togi i te eka: \$3,000.00

Te leva o te Feagaiga e 25 tausaga kamata mai te po 01 o Setemba i tausaga e 2014

FAKAMATALAGA O TE FEAGAIGA

- Ate feagaiga tenei ka fakapoga ki te Vaega e VI o te Tulafofoni o Manafa o Tuvalu (Cap 22).
- Ko lotomatili te tino liisi ke togi atu ki tino tela eo ia te manafa te togi ote liisi tela koa o: ne tafia mai manafa o te po 01 o Setemba i tausaga takitani, tela te poulaga manafa fakai i te po 01 o Setemba i tausaga takitani.
- Ko lotomatili te tino liisi mo te tino eo ia te manafa ke liisi tona manafa mo fakatona te lii iaz (SOLAR PANEL). Sose atinkaga e fai ilaga i te manafa e tau o fakatona neli manakoga ote Kamupani i te Tuvalu (TEC).
- Koa oti ne lotu malie kua te tino eo ia te manafa pela foki mo te tino e liisi ne ia te manafa mo i te po 01 o Setemba i tausaga takitani. Kae i te taki lina tausaga mai tui oti o taimi tenei, ka toe fai ei se iluolaga io me se faipaliga tela ka lotomatili kua foki e lua ki se togi fua tela ka fakatona ei te togi o te liisi mo te vaaitini tona. Kafi se seai se malieaga e muna ne fenua e kua e tusa loa mo se fakamatalaga o se togi o te liisi, ko te mea tenei ka ave ki te Fono Manafa o Toe Togi ke fakatona ne ia. Te itenga e muna mai lei ka fai pela me ke te togi o te liisi.

Ite po 01 o SETEMA 20 14

[Signature]
TINO FAI MANAFA
(LEESOO)

[Signature]
MOLIMAU

[Signature]
TINO E LIISI NEIA TE MANAFA
(LEESII)

[Signature]
MOLIMAU

Napa o te Fono 24/2014 e te Fono Manafa o NUI
ne fakamatalaga ei mai:

- Te manafa tela ka liisi ko te manafa tona eloa o tino tela ka liisi tona manafa mai iato o Tulafofoni o manafa.
- A tino tela e liisi tona manafa, e seai se mea e fakatona io me taofi mai ei a te manafa ko katoa taimi o te liisi; ako te mea
- A tino tela e liisi tona manafa e tau o lava manafa kolo e toenga mo tasi tona oia mo tona kainga*

* Tino katoa manafa te manafa tona e tu i luga i te fenua io me se koga tela e se feagai tonu mo te palakalafa (c)

Per 7/09/2014 [Signature]
Palesitene

- Kafu ko pili o oti ate malie ote liisi kae kafu foki ko manako te tino liisi ke toe liisi ne ia te manafa, o ia e tui o kamata ana fesokomakaga mo te tino eo ia te manafa i koto i se leva e 18 manina.
- I taimi o te liisi e sooloto te tino liisi ma fakatona katoa ne ia te faukele fakatani mo, lakru mo mai mea aka foki kolo e tu i luga o te faukele tona, kae ka togi katoa foki mea faifaga mo niisi tupe aka foki kolo e tau o togi mote manafa tona.
- Te tino liisi e se tafia ke tapule ne ia o tona mo faifaga mai luga i te manafa.
- A fakamatalaga kono TINO LIISI mo te TINO EO IA TE MANAFA e aofia a laloa katoa kolo ka eia ne iato e fakasologa kono.
- Te tino liisi e se mafai ne ia o tuku atu te manafa liisi tenei io mese vaega o ia ki se isi tino e katoa mo se talinga tasi mai te tino eo ia te manafa kae se fai pela te talinga e manakoga ka seota fakasologa.
- Kafu e se poulaga ana te togi ote liisi io me se vaega o ia i luga ote tolu manina mai tui o taimi tela ne tau o togi atu ei se talinga manafa ko ote ne fakamatalaga kiet me (kai) me taimi la tona ko mafai ne tino tela eo ia te manafa o puke se afa io me ko tona manafa katoa.
- Kafi se tokitaki e se fakatona ne ia a manakoga ote feagaiga tenei kae se mafai foki o mau se malieaga kiei, ko mafai lei ne tino tona o ave kite fono.

Fakamatalaga o te manafa foki o liisi

E pela mo te mea e fakatona atu i te ato (amended plan)

Fakamatalaga e laloa mo tui me afa foki

E pela loa tui me afa e fakatona atu i te pape fakapili o nisi tupe e tau togi (Compensation Schedule)

KO FAKAMAONI ATU ki saanga o manafa i lalo me ke tafia ne manafa o fakamatalaga katoa kolo e fakatona i te feagaiga tenei.

Ite po 01 o SETEMA 20 14

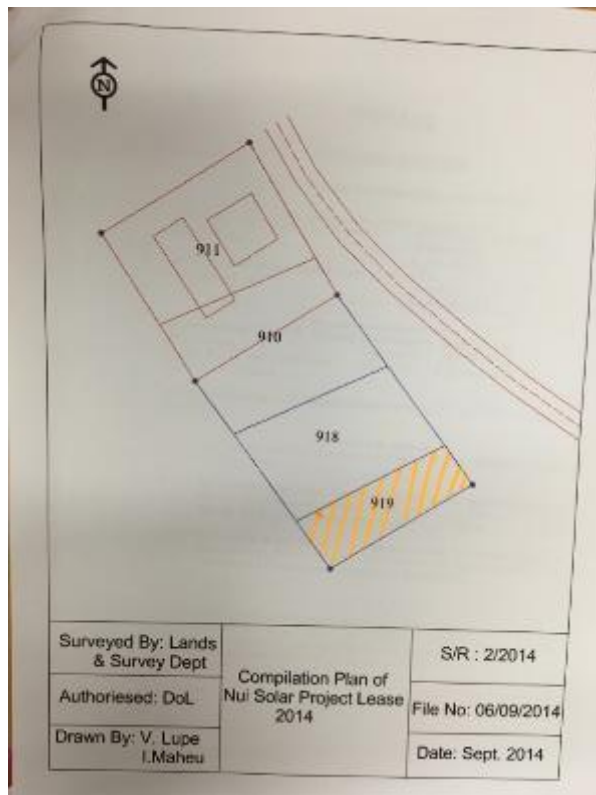
Au ko lotomatili me:

- I pati mo faifainga o te liisi ka seai se tino ka ola masei lei
- Ne fai te feagaiga tenei e pela loa mo manakoga katoa kolo e fakatona i te Otenanisi o Manafa 1956 vaenga 63
- Ma i togi katoa kolo e fakatona mai ne te tulafofoni koa oti katoa ne togi tela tona aotaki e \$103.00 kae fakamaoni i te liisi napa: PROCP/2014 Ite po 08/12/15

Ko tafia me au te liisi

Pe o te Masina: 10/12/15 [Signature]
MINISTA O MANAFA

Napa Fakamau o te Liisi: 09/14



TUVALU

FEAGAIGA O TE LIISI

Vaega e 2 (1) o te Tulafono foliki o mea tau liisi

Fakamatala o Tino e sofia i te Feagaiga o te Liisi

Igoa o Tino e liisi tene Manafa ("Leeson"): TEMETIU, MAKUWA
Te kaga e nofo i: FAKALIFU

Igoa o Tino e liisi tene Manafa ("Leeson"): TEMETIU, MAKUWA
Te kaga e nofo i: FAKALIFU

Fakamatala o te Manafa e liisi

Igoa o te Manafa: TEKIMA Lasi fakatutu: 0.070
Napa Fakama: 910 Togi o te liisi: 170.00
Te mea e tu i: FAKALIFU Togi i te eka: 13,000.00
Fenua: Nu.

Te lea o te Feagaiga e AK tansaga kamata mai te po 07 o Setema i tansaga e 2014

FAKANOFOA O TE FAKANOFOA

1. Ate feagaiga tenei ka fakapogi ai te Vaega e (V) o te Tulafono o Manafa o Tuvalu (Cap 22)

2. Ko lotomale te tino liisi ke togi atu ki tino tela o ia te manafa te togi ote liisi tela koe oti ne tala mai manafa o te po 07 o Setema i tansaga toketaki, tela te pofuga muamua kufai i te po 07 o Setema i tansaga 19.25.00

3. Ko lotomale te tino liisi mo te tino o ia te manafa ke liisi tene manafa mo fakata se iti iai (SOLAR PANEL). Sose aliolega e fai oiape ite manafa e tae o fakatutu nea manakaga ote Kamupene iti o Tuvalu (TEC).

4. Koe oti ne lotomale koei te tino o ia te manafa tela koei mo te tino e liisi ne ia te manafa mo i te po 07 o Setema i tansaga 19.25.00 koe i te tiki lima tansaga mo tui i te tiki lima tenei, ka tae fai ai se fofoga ko me se fofoga tela ka lotomale koei koei e hua ki se togi fofu tela ka fakatutu e te togi o te liisi mo te tino tenei. Kufai e mea se manakaga e mea ne fofu e hua e tae fofu mo se fakatutu o te togi o te liisi, ko se mea tenei ka ave ki te Fono Manafa o Tui Togi ka fakatutu ne ia. Te tanga e mea mai ki ka fai pela me ko te togi o te liisi.

5. Kufai ko pili o oti ate malosi ote liisi kae kufai foki koi manako te tino liisi ke toe liisi ne ia te manafa, a ia e tau o kamata ana fesokotakiga mote tino eo ia te manafa i loto i se lea e 18 masina.

6. I taimi o te liisi e sofofo te tino liisi ma fakatutu katoa me ia te lankela fakatutu mo, lakau mo nio mea aka foki koei e ta i luga o te lankela ana, kae ka togi katoa foki nea laloga mo nio tupa aka foki koei e tau o togi mote manafa tenei.

7. Te tino liisi e se tala ke tupa ne ia a ome mo fakatutu mai luga ite manafa.

8. A fakamatala koei **TINO LIISI** mo te **TINO EO IA TE MANAFA** e sofia a latou katoa koei ka sui se loto a fakatutu koei.

9. Te tino liisi e se manafa ne ia o tuku atu te manafa liisi tenei jo mese vaega o ia ki se tui tino e tanoa mo se talinga tui mai te tino eo ia te manafa kae se fai pela te talinga e manakaga ka tanoa fakatutu.

10. Kufai e se pofu atu te koei ote liisi i me se vaega o ia i loto ote tala masina mo tui o tui tela ne tui o koei atu e (se afina manafa ko oti ne fakatutu koei me ika) mo tui la tenei ko mahe ne tino tela o ia te manafa o puke se tui i me ko tenei manafa katoa.

11. Kufai se fakatutu e se fakatutu mo ia a manakaga ote feagaiga tenei kae se mafai foki o manafa se malaga koei, ko mafai ki nea tino tenei o ave koei lima.

Fakamatala o te Manafa e liisi

E pela mo te mea e fakatutu atu ite ate (interior plan)

Fakamatala o liisi mo nio tupa aka foki

E pela koei mo te mea e fakatutu atu i te pepa fakapiki o nio tupa e tau togi (Compensation Schedule)

KO FAKAMAONI ATU ki sofofo o manafa i loto ne ko tala ne manafa a fakatutu katoa koei e fakatutu i te feagaiga tenei.

Ita po 7 o SETEMA 2014

Ita po 7 o SETEMA 2014

[Signature] TINO EI MANAFA (LEESON)
[Signature] MOLIMAU

[Signature] TINO EI LIISI NEIA TE MANAFA (LEESON)
[Signature] MOLIMAU

Napa o te Fono 2014 a te Fono Manafa o Nu.
ne fakamatala e me:

(a) Te manafa tela ka liisi ko te manafa tona eia o tino tela ka liisi tene manafa mai loto o Tulafono o manafa.

(b) A tino tela e liisi tene manafa, e sofi se mea e fakatutu i me tui mai ai a ia manafa ko katoa taimi o te liisi, ako te mea

(c) a tino tela e liisi tene manafa e tau o lea manafa koei e toonga mo tui tene oia mo tene katinga

* Tini katoa manafa te manafa tene e tui i luga ite fenua i me se koga tela o se feagai tona mo te palakalafa (c)

Pa: 7/09/2014 [Signature]
Polesitene

Surveyed By: Lands & Survey Dept	Compilation Plan of Nui Solar Project Lease 2014	S/R : 2/2014
Authorised: DoL		File No: 06/09/2014
Drawn By: V. Lupe I Maheu		Date: Sept. 2014

5. Kafai ke pili o eiti ate makosi ote liisi kae kafia fiki kae manako te tino liisi ke toe liisi ne ia te manafa, a ia e tau o kamata ana fisekotatikia moe tino eo ia te manafa i loto i se leva e 18 manua.

6. I taimo e te liisi e sapoti te tino liisi ma fakasoga katoa ne ia te faalelele fakatasi mo, katoa mo nisi mea aka fiki kolo e ia i luga o te faalelele tena, kae ka togi katoa fiki neia buelega mo nisi tupa aka fiki kolo e tau o togi moe manafa tena.

7. Te tino liisi e se tafia ke tapole ne ia a one mo faafua mai luga te manafa.

8. A fisekotatikia kono **TINO LIISI** mo te **TINO EO IA TE MANAFA** e aofia a katoa katoa kolo ka sui ne katoa a fisekotatikia kono.

9. Te tino liisi e se mafu ne ia o tulu atu te manafa liisi tena i meae vaeaga e ia ki se ia tino e aofia mo se lalanga tisi ma te tino eo ia te manafa kae se fii pola te lalanga e manakogiina ka sueta fisekotatikia.

10. Kafai e se pefu atu e togi mo liisi to aie se vaeaga o ia i loto eoe tolu manua mai ma o taimi tala ne tau o togi atu e te afana manafa ko eiti ne fisekotatikia kiki me itaki mai taimi la tena ko mafu ne tino tala eo ia te manafa o puke se ata i me ko tau manafa katoa.

11. Kafai se fisekotatiki o se fisekotatiki ne ia a manakogi o fisekotatiki tena ke se mafu fiki o manua se moeloga kiki, ko mafu iei neia tino tena o ave kifo fana.

Fakamatalanga 2.2a manafa kolo e liisi

E pola mo te mea e fisekotatiki atu ita ita (amended plan)

Fakamatalanga 2.2b manafa kolo e liisi

Ii pola mo te mea e fisekotatiki atu i te pepa fakupiki o niu tupa e tau togi (Compensation Schedule)

KO FAKAMAONI I TE i amaga o matou i loto eie ko tafia se manua a fisekotatiki kotoa kolo e fisekotatiki e te fisekotatiki tena.

Ia po 7 o SETEMA 2014

ite po 7 o SETEMA 2014

V. Alesi
TINO FAI MANAFA
(LEESOO)

Daniel
MOLIMAU

T. Falea CTEC
TINO EILISI NEIA TE MANAFA
(LEESII)

Molima
MOLIMAU

Napa o te Fono 29/14 a te Fono Manafa o NM
 ne fakamasoni ei ma:-

(a) Te manafa tela ka liisi ko te manafa tena eloa o tino tela ka liisi tena manafa mai lelo o Tulafono o manafa.

(b) A tino tela e liisi tena manafa, e seai se mea o fakatapu lo me tsofi mai o i la manafai ko katoa taimi o te liisi; ako te mea

(c) a tino tela e liisi tena manafa e tau o lava manafa kola e toenga mo tausi tena ola mo tena kaininga

* Tino katoa manafai te manafa tena e tu i luga ite fenua lo me se koga tela e se faagai tonu mo te palakalafa (c)

Po: 7/29/2014

Molima
Polesitono

Au ko lotomalile me:-

(a) I pati mo faifainga o te liisi ka seai se tino ka ola masei lei

(b) Ne fai te feangainga tena e pela loa mo manakoga katoa kola e fakasei i te Otenanisi o Manafa 1956 vaenga 63

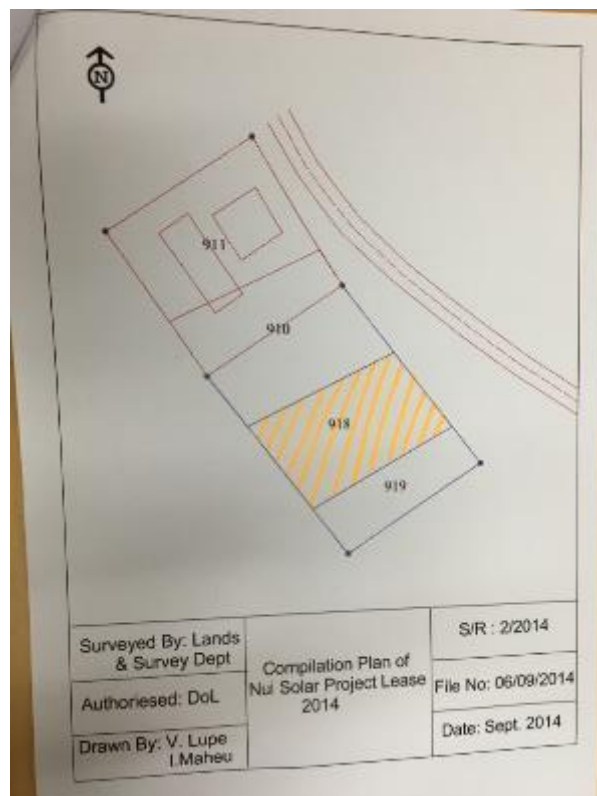
(c) Me i togi katoa kola e fakatonu mai ne te tulafono koo oti katoa ne togi tela tena aofaki e 508.40 kae fakamasoni i te liisi napa: 29/14 te po 09/11/15

Koo tala no au to liisi

Po o te Manafa 10/12/15

Molima
MINIATA O MANAFA

Napa Fakamasoni o te Liisi: 09/14



Attachment 5: Nui 2019 Extension Lease Documents

Not yet available.

[illegible]

OUTER ISLANDS LAND LEASE SOLAR PROJECT
LAND OWNERS FOR LAND LEASE RE SOLAR PROJECT IN THE OUTER ISLANDS

LAND LEASE PER ACRE 2015, 2016 & 2017 = \$3,000

NANUMEA				NANUMEA				2017				2018			
NO	NAME	ACRES	TOTAL AMOUNTS	ACCOUNT NO	2015	2016	TOTAL	2015	2016	TOTAL	2017	2018	2015	2016	TOTAL
1	MATAGA SITEA	0.127	\$ 381.00	01-841499-32	\$ 381.00	\$ 381.00	\$ 762.00	\$ 381.00	\$ 381.00	\$ 762.00	\$ 381.00	\$ 381.00	\$ 381.00	\$ 381.00	\$ 762.00
2	SIIO PUANU	0.058	\$ 174.00	01-201723-30	\$ 174.00	\$ 174.00	\$ 348.00	\$ 174.00	\$ 174.00	\$ 348.00	\$ 174.00	\$ 174.00	\$ 174.00	\$ 174.00	\$ 348.00
3	ALFAID OURENE	0.175	\$ 525.00	01-708632-30	\$ 525.00	\$ 525.00	\$ 1,050.00	\$ 525.00	\$ 525.00	\$ 1,050.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 1,050.00
4	PAITA SELA	0.139	\$ 417.00	01-491409-30	\$ 417.00	\$ 417.00	\$ 834.00	\$ 417.00	\$ 417.00	\$ 834.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 834.00
5	TALENI UNI	0.017	\$ 51.00	01-271386-30	\$ 51.00	\$ 51.00	\$ 102.00	\$ 51.00	\$ 51.00	\$ 102.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 102.00
6	LAPONI ATO	0.037	\$ 111.00	01-247255-30	\$ 111.00	\$ 111.00	\$ 222.00	\$ 111.00	\$ 111.00	\$ 222.00	\$ 111.00	\$ 111.00	\$ 111.00	\$ 111.00	\$ 222.00
7	MAKELIGA MARETA	0.074	\$ 219.00	01-517809-30	\$ 219.00	\$ 219.00	\$ 438.00	\$ 219.00	\$ 219.00	\$ 438.00	\$ 219.00	\$ 219.00	\$ 219.00	\$ 219.00	\$ 438.00
TOTAL			\$ 1,878.00		\$ 1,878.00	\$ 1,878.00	\$ 3,756.00	\$ 1,878.00	\$ 1,878.00	\$ 3,756.00	\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 3,756.00

NANUMAGA				NANUMAGA				2017				2018			
NO	NAME	ACRES	TOTAL AMOUNTS	ACCOUNT NO	2015	2016	TOTAL	2015	2016	TOTAL	2017	2018	2015	2016	TOTAL
1	AGATORU SIMATI	0.072	\$ 216.00	01-840488-30	\$ 216.00	\$ 216.00	\$ 432.00	\$ 216.00	\$ 216.00	\$ 432.00	\$ 216.00	\$ 216.00	\$ 216.00	\$ 216.00	\$ 432.00
2	IMO	0.016	\$ 108.00	01-552451-30	\$ 108.00	\$ 108.00	\$ 216.00	\$ 108.00	\$ 108.00	\$ 216.00	\$ 108.00	\$ 108.00	\$ 108.00	\$ 108.00	\$ 216.00
3	LAUFANE TALU	0.431	\$ 1,293.00	01-901685-30	\$ 1,293.00	\$ 1,293.00	\$ 2,586.00	\$ 1,293.00	\$ 1,293.00	\$ 2,586.00	\$ 1,293.00	\$ 1,293.00	\$ 1,293.00	\$ 1,293.00	\$ 2,586.00
TOTAL			\$ 1,623.00		\$ 1,623.00	\$ 1,623.00	\$ 3,246.00	\$ 1,623.00	\$ 1,623.00	\$ 3,246.00	\$ 1,623.00	\$ 1,623.00	\$ 1,623.00	\$ 1,623.00	\$ 3,246.00

NIUTAO				NIUTAO				2017				2018			
NO	NAME	ACRES	TOTAL AMOUNTS	ACCOUNT NO	2015	2016	TOTAL	2015	2016	TOTAL	2017	2018	2015	2016	TOTAL
1	TALIGA TALU	0.09187	\$ 275.61	01-984067-30	\$ 275.61	\$ 275.61	\$ 551.22	\$ 275.61	\$ 275.61	\$ 551.22	\$ 275.61	\$ 275.61	\$ 275.61	\$ 275.61	\$ 551.22
2	TERAA TALU	0.08197	\$ 245.91	01-732993-30	\$ 245.91	\$ 245.91	\$ 491.82	\$ 245.91	\$ 245.91	\$ 491.82	\$ 245.91	\$ 245.91	\$ 245.91	\$ 245.91	\$ 491.82
3	AMOGA UREKE	0.04734	\$ 142.02	01-901679-30	\$ 142.02	\$ 142.02	\$ 284.04	\$ 142.02	\$ 142.02	\$ 284.04	\$ 142.02	\$ 142.02	\$ 142.02	\$ 142.02	\$ 284.04
4	TALIGA TALU	0.367	\$ 1,101.00	01-984067-30	\$ 1,101.00	\$ 1,101.00	\$ 2,202.00	\$ 1,101.00	\$ 1,101.00	\$ 2,202.00	\$ 1,101.00	\$ 1,101.00	\$ 1,101.00	\$ 1,101.00	\$ 2,202.00
5	LELE FETUNAKKA	0.111	\$ 333.00	01-411632-30	\$ 333.00	\$ 333.00	\$ 666.00	\$ 333.00	\$ 333.00	\$ 666.00	\$ 333.00	\$ 333.00	\$ 333.00	\$ 333.00	\$ 666.00
6	AYAE TALU PAPAI	0.022	\$ 66.00	01-940024-30	\$ 66.00	\$ 66.00	\$ 132.00	\$ 66.00	\$ 66.00	\$ 132.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 132.00
7	TALU MAKARI	0.0787	\$ 236.10	01-403001-30	\$ 236.10	\$ 236.10	\$ 472.20	\$ 236.10	\$ 236.10	\$ 472.20	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10	\$ 472.20
8	THOGAMALE T	0.0904	\$ 271.20	01-482091-30	\$ 271.20	\$ 271.20	\$ 542.40	\$ 271.20	\$ 271.20	\$ 542.40	\$ 271.20	\$ 271.20	\$ 271.20	\$ 271.20	\$ 542.40
9	TIPOKA MATUA T	0.1239	\$ 371.40	Sup. acc. 8807-30	\$ 371.40	\$ 371.40	\$ 742.80	\$ 371.40	\$ 371.40	\$ 742.80	\$ 371.40	\$ 371.40	\$ 371.40	\$ 371.40	\$ 742.80
TOTAL			\$ 2,489.94		\$ 2,489.94	\$ 2,489.94	\$ 4,979.88	\$ 2,489.94	\$ 2,489.94	\$ 4,979.88	\$ 2,489.94	\$ 2,489.94	\$ 2,489.94	\$ 2,489.94	\$ 4,979.88

NUI				NUI				NUI			
NO	NAME	ACRES	TOTAL AMOUNTS								
1	LINA (TAOM T)	0.06531	195.93	01-882544-30	195.93	195.93	391.86	\$	195.93	\$	195.93
2	TEMITU M	0.090	270.00	01-600671-30	270	270	540.00	\$	270.00	\$	270.00
3	MOEMOE (TUTALE A)	0.1237	371.10	01-126982-30	371.1	371.1	742.20	\$	371.10	\$	371.10
TOTAL			837.03		837.03	837.03	1,674.06	\$	837.03	\$	837.03

VAITUPU				VAITUPU				VAITUPU			
NO	NAME	ACRES	TOTAL AMOUNTS								
1	TIMA TALAPAI	0.1907	572.10	01-891402-30	572.10	572.10	1,144.20	\$	572.10	\$	572.10
2	KAMUTA LATASI	0.1345	403.50	01-560996-30	403.50	403.50	807.00	\$	403.50	\$	403.50
3	ALCSETA SETU	0.1127	338.10	01-771618-02	338.10	338.10	676.20	\$	338.10	\$	338.10
4	JACK LAUTU (AFOGA)	0.1465	439.50	01-551673-30	439.50	439.50	879.00	\$	439.50	\$	439.50
5	ITILASO PUAPUA	0.07335	220.05	01-250989-02	220.05	220.05	440.10	\$	220.05	\$	220.05
6	TANELUA TIUTEJACIO	0.2347	704.10	01-940681-30	704.10	704.10	1,408.20	\$	704.10	\$	704.10
7	VEU VEUSINA LOU	0.009	27.00	01-491134-30	27.00	27.00	54.00	\$	27.00	\$	27.00
8	ULLIA TALU	0.002	6.00	01-821383-30	6.00	6.00	12.00	\$	6.00	\$	6.00
9	TANELUA TALU	0.2361	708.30	01-940681-30	708.30	708.30	1,416.60	\$	708.30	\$	708.30
10	TESOKO NAKOU (TAUTU TEPAU)	0.2519	755.70	01-940024-30	755.70	755.70	1,511.40	\$	755.70	\$	755.70
11	SAAMU MISAKE	0.2074	622.20	01-450952-30	622.20	622.20	1,244.40	\$	622.20	\$	622.20
12	TANELU KITA	0.21075	632.25	01-512388-30	632.25	632.25	1,264.50	\$	632.25	\$	632.25
13	TESO MAFOA (KAEFA MLU)	0.1019	305.70	01-590677-10	305.70	305.70	611.40	\$	305.70	\$	305.70
14	KELENA LIMONI	0.1092	327.60	01-810289-30	327.60	327.60	655.20	\$	327.60	\$	327.60
15	TESOKO NAKOU (TAUTU TEPAU)	0.03832	114.96	01-940024-30	114.96	114.96	229.92	\$	114.96	\$	114.96
16	SILO TEUTU	0.2105	631.50	01-490780-02	631.50	631.50	1,263.00	\$	631.50	\$	631.50
17	PATI EKA	0.1173	351.90	01-540709-02	351.90	351.90	703.80	\$	351.90	\$	351.90
TOTAL			7219.86		7219.86	7219.86	14,439.72	\$	6,816.36	\$	6,816.36

NUKUFETAU			NUKUFETAU			NUKUFETAU		
NO	NAME	ACRES	TOTAL AMOUNTS					
1	TALLAGA	0.03787	113.61	01-893561-30	113.61	113.61	227.22	\$ 113.61 \$ 113.61
2	NUKUFETAU KALIPULEVALISEI	0.1374	412.20	01-271553-30	412.2	412.2	824.40	\$ 412.20 \$ 412.20
TOTAL			525.81		525.81	525.81	1,051.62	\$ 525.81 \$ 525.81
NUKULAEAE			NUKULAEAE			NUKULAEAE		
NO	NAME	ACRES	TOTAL AMOUNT					
1	TAU/SEGIA T	0.035	\$105.00	01-901256-30	\$105.00	\$105.00	\$210.00	\$ 105.00 \$ 105.00
2	TEAKE T (Matagi Mafu)	0.11	\$330.00	01-103402-30	\$330.00	\$330.00	\$660.00	\$ 330.00 \$ 330.00
3	AKOLEI (LIMA)	0.073	\$219.00	01-390026-30	\$219.00	\$219.00	\$438.00	\$ 219.00 \$ 219.00
TOTAL			\$654.00		\$654.00	\$654.00	\$1,308.00	\$ 654.00 \$ 654.00
Grand Total					15,227.64	15,227.64	30,455.28	14,824.14 14,824.14
					Total amount Payout			14,824.14

Approved
 [Signature]

28/6/19

[illegible]

Attachment 7: DDR Stakeholder Consultation List

Hon. Puakena Boreham	Cabinet	Minister, Works and Natural Resources
Hon. Temetiu Maliga	Cabinet	Minister, Home Affairs
Tine Leuelu	Cabinet	Secretary to Government
Nokolasi Apinelu	Ministry of Works and Natural Resources	CEO
Temetiu Maliga	Ministry of Home Affairs	Acting CEO
Corinna Ituaso	Office of the Prime Minister	Acting Attorney General
Niuatui Niuatui	Ministry of Finance and Economic Development	Acting CEO and Director, Planning, Budget and Aid Coordination
Penivao Moealofa	Ministry of Finance and Economic Development	Economic Adviser, Department of Planning, Budget and Aid Coordination
Mafalu Lotolua	TEC	General Manager
Fa'atoga Talama	TEC	Operations Manager
Ted Wypych	TEC	Finance Manager (funded by NZ MFAT)
Taulogo Fakasega	TEC	Billing Supervisor
Paulo Ioapo	TEC	Account and Payroll Officer
Falani Malua	TEC	Supervisor, Nukufetau Power Station
'Alo XXX	TEC	Supervisor, Nui Power Station
Matio Aneteleni	TEC	Supervisor, Nanumaga Power Station
Tapu Pepeuga	TEC	Supervisor, Nanumea Power Station
Tuni Teititi	TEC	Supervisor, Niutao Power Station
Fa'atasi Malologa	Lands and Survey Department	Director
Pasai Andrew	Lands and Survey Department	Acting Director and Chief Registrar and Title Officer
Vakafa Lupe	Lands and Survey Office	Land Information System Officer
Ane Talia	Lands and Survey Office	Draftsman

Lanuola Fasiai	Gender Affairs and Culture Department	Acting Director
Selesa Falesene	Gender Affairs and Culture Department	Communication Campaign Officer
Pula Toafa	Tuvalu National Council of Women	Coordinator
Eseta Penitusi	Tuvalu National Council of Women	Councilor
Taualo Penivao	Funafuti <i>Falekaupule</i>	<i>Failautusi</i> (Secretary)
Seliga Kofe	Funafuti	<i>Ulufenua</i> (High Chief)
Teleke Lauti	Funafuti	<i>Tokolua</i> (Assistant High Chief)
Semi Vine	Funafuti <i>Falekaupule</i>	<i>Pulekaupule</i> (President or Mayor)
Karl Tili	Funafuti <i>Falekaupule</i>	<i>Failautusi</i> (Secretary)
Simon Kofe	Tuvalu Parliament	Member from Funafuti
Sama	Funafuti	<i>Taisala</i> piggery owner
Tuitala	Funafuti	<i>Taisala</i> piggery owner
Tapumanaea	Funafuti	<i>Taisala</i> piggery owner
Maryanne Vunisarati	Funafuti Office of <i>Kaupule</i>	Island Strategic Plan Manager
Semolina Tavita	Nukulaelae <i>Kaupule</i>	President
Aketi Alama	Nukulaelae Office of <i>Kaupule</i>	Supervisor of Technology
Saosaoa Liulau	Nukulaelae	<i>Kaupule</i>
Falanai Valoa	Nukulaelae	<i>Kaupule</i>
Terubuti Tinatali	Nukulaelae	<i>Kaupule</i>
Kelisiano	Nukulaelae	<i>Kaupule</i>
Collin Namoliki	Nukulaelae Office of <i>Kaupule</i>	Secretary
Taumanu Sio	Nukulaelae Office of <i>Kaupule</i>	Power System Operator
Viosa Leeki	Nukulaelae	Householder
Sigano Ropati	Nukulaelae	Householder
Koliano Aulama	Nukulaelae	Householder
Efata S.	Nukulaelae	Householder
Lotonu Nukulasi	Nukulaelae	Householder
Iosia Filiki	Nukulaelae	Householder
Galuafi Moeava	Nukulaelae	Householder

Suetusi Sateko	Nukufetau	<i>Kaupule</i>
Kiutu Sateko	Nukufetau	<i>Kaupule</i>
Natano Lafita	Nukufetau	<i>Kaupule</i>
Fuli Toaga	Nukufetau Office of <i>Kaupule</i>	Treasurer
'Enele Taloka	Nui <i>Kaupule</i>	<i>Pulekaupule</i>
Papua Uilise	Nui Office of <i>Kaupule</i>	Acting Secretary
Fa'afetai Motusia	Nui	Shop owner and householder
Iafeta Puafuti	Nui	Householder
Vete Sakaio	Project Management Unit, Marine Projects for World Bank and ADB	Project Director
Cindy Cisneros Tiangco	ADB	Senior Energy Analyst
Beth Sagan Carandang	ADB	Social Safeguards Officer
Taniela Faletau	ADB	Safeguards Officer
Letasi Iulai	ADB / World Bank	Tuvalu Liaison Officer

Attachment 8: Template for Documentation of Public Consultations

NAME OF PROJECT:

NAME OF MEETING: [e.g., "TEC Consultation with Nukulaelae Community on Pre-Pay Meters"]

DATE:

TIME:

VENUE:

AGENDA:

1. Introduction:.... [List name of presenter and associated organization]
2. Presentation and key points:... [List names of presenters, their topics, and key points]

QUESTIONS / COMMENTS OF PARTICIPANTS AT MEETING:

[Questions or comments and the respective replies may be presented together in a table or matrix rather than in separate lists as shown here.]

1. [List respective names, associated organization, and their comments or questions.]
- 2.
- 3.
4. Etc.

REPLIES OF PRESENTORS:

1. [List respective names and associated organization and their replies.]
- 2.
- 3.
4. Etc.

LIST OF PARTICIPANTS:

List with name, associated organization, gender, phone number, email. [List may be a separate attachment with signatures of attendees.]

The meeting was at XXX the same day. All participants agreed with the minutes of meeting.

Signed by person taking minutes:

Position:

MEETING PHOTOS ATTACHED