

# Resettlement Plan

---

49450-023

Date: July 2019 (Draft)

## Federated States of Micronesia: Renewable Energy Development Project

Prepared by the Ministry of Finance, Federated States of Micronesia, for the Asian Development Bank.

This Resettlement Plan is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.



## Executive Summary

The Asian Development Bank (ADB) Pacific Renewable Energy Investment Facility (PREIF) is financing a series of small-value renewable energy projects in the 11 smaller Pacific island countries (PIC-11). The Federated States of Micronesia (FSM) Renewable Energy Development Project is a technical assistance project carried out under PREIF and supported with grant funding from ADB.

The project consultant (Entura) was contracted to carry out feasibility studies on potential renewable energy infrastructure subprojects in all four states of the FSM (Yap, Chuuk, Pohnpei, and Kosrae). ADB has subsequently removed the proposed subprojects in Chuuk State and in Pohnpei State from inclusion in the current round of funding. This Resettlement Plan (RP) thus concerns potential land acquisition and resettlement impacts of proposed subprojects in Yap State and in Kosrae State (only).

### Yap subprojects:

- Subproject 1. Installation of a new BESS (0.8 MW / 0.8 MWh) on government land at the existing Yap State Public Service Corporation (YSPSC) power station.
- Subproject 2. Upgrade to supervisory control and data acquisition (SCADA) and other system controls at the existing power station.
- Subproject 3. Installation of additional roof-mounted solar PV (0.3 MWp) on government buildings located on government land at the existing Yap Sports Complex.
- Subproject 4: Installation of ground-mounted solar PV (1.673 MWp) on private land near the YSPSC power station

### Kosrae subprojects:

- Subproject 1. 1.2 MWp of ground and roof-mounted solar PV on government land and government buildings in Tofol of Lelu District.
- Subproject 2. Hybrid mini-grid together with approximately nine solar home systems (SHS) in Walung village of Tafunsak District.

Subproject 4 on Yap will involve land acquisition of a ground-mounted solar PV site through commercial lease. Subproject 2 on Kosrae will involve voluntary donation of utility distribution easements in Walung Village. All other subprojects on Yap and on Kosrae will be carried out on government land with no other parties occupying or using the land. No legacy issues were found that might disrupt the project or pose a reputational risk to ADB.

All land acquisition under the proposed subprojects in Yap and in Kosrae is voluntary—meaning that all parties will have full access to relevant information and that discussions will occur in an environment free of intimidation or coercion. The project triggers ADB SPS safeguards for involuntary land acquisition and resettlement however due to the need to lease private-owned lands that are immutable and is thus designated as Category B.

## Currency

\$ = US dollar (USD)

| Acronym |   | Meaning                                      |
|---------|---|--|
| ADB     | - | Asian Development Bank                       |
| BESS    | - | Battery energy storage system                |
| CEO     | - | Chief Executive Officer                      |
| DLR     | - | Division of Land Resources                   |
| EA      | - | executing agency                             |
| ESCR    | - | Environmental and Social Complaints Register |
| FSM     | - | Federated States of Micronesia               |
| GFP     | - | Grievance Focal Point                        |
| GRC     | - | Grievance Redress Committee                  |
| GRM     | - | Grievance Redress Mechanism                  |
| HV      | - | high voltage                                 |
| IA      | - | implementing agency                          |
| KUA     | - | Kosrae Utilities Authority                   |
| kW      | - | kilowatt                                     |
| kWh     | - | kilowatt hour                                |
| LV      | - | low voltage                                  |
| DFA     | - | FSM Department of Finance and Administration |
| MOU     | - | Memorandum of Understanding                  |
| MW      | - | megawatt                                     |
| MWp     | - | megawatt power                               |
| PIC     | - | Project Implementation Contractor            |
| PUC     | - | Pohnpei Utilities Corporation                |
| PREIF   | - | Pacific Renewable Energy Investment Facility |
| PV      | - | photovoltaic                                 |
| R&D     | - | FSM Department of Resources and Development  |
| RP      | - | Resettlement Plan                            |
| SCADA   | - | supervisory control and data acquisition     |
| SHS     | - | Solar home system                            |
| SOI     | - | Statement of Intent                          |
| SPS     | - | Safeguard Policy Statement, June 2009        |
| YREDP   | - | Yap Renewable Energy Development Project     |
| YSPSC   | - | Yap State Public Service Corporation         |

## Contents

|   |    |
|---|----|
| 1. Project Description.....   | 1  |
| 2. Scope of Land Acquisition and Resettlement.....                            | 1  |
| 2.1. Yap Land Acquisition and Resettlement.....                               | 2  |
| 2.1.1. Yap Subprojects 1 and 4: BESS and SCADA .....                          | 3  |
| 2.1.2. Yap Subproject 2: Ground-Mounted Solar .....                           | 4  |
| 2.1.3. Yap Subproject 3: Roof-Mounted Solar .....                             | 7  |
| 2.2. Kosrae Land Acquisition and Resettlement.....                            | 7  |
| 2.2.1. Kosrae Subproject 1: Ground and Roof-Mounted Solar in Tofol.....       | 8  |
| 2.2.2. Kosrae Subproject 2: Hybrid Mini-Grid and SHS for Walung Village ..... | 9  |
| 3. Socioeconomic Information and Profile .....                                | 12 |
| 3.1. FSM Socioeconomic Information and Profile.....                           | 12 |
| 3.2. Walung Village Socioeconomic Information .....                           | 13 |
| 3.3. Census of Affected Persons and Inventory of Losses .....                 | 13 |
| 4. Information Disclosure, Consultation, and Participation.....               | 14 |
| 4.1. Yap Information Disclosure, Consultation, and Participation .....        | 14 |
| 4.2. Kosrae Information Disclosure, Consultation, and Participation .....     | 14 |
| 5. Grievance Redress Mechanism .....  | 16 |
| 6. Legal Framework .....  | 17 |
| 6.1. FSM Constitution and Laws .....  | 17 |
| 6.2. Yap State Constitution and Laws .....                                    | 18 |
| 6.3. Kosrae State Constitution and Laws .....                                 | 20 |
| 7. Entitlements .....   | 20 |
| 8. Institutional Arrangements .....   | 21 |
| 8.1. FSM Institutional Responsibilities.....                                  | 21 |
| 8.2. Yap Institutional Responsibilities.....                                  | 22 |
| 8.3. Kosrae Institutional Responsibilities .....                              | 22 |
| 9. Implementation Schedule.....   | 23 |
| 10. Monitoring and Reporting .....  | 23 |
| Attachment A: Land Acquisition Documents for YSPSC Compound .....             | 24 |
| Attachment B: Land Acquisition Documents for Jungle Feeder Line .....         | 24 |
| Attachment C: Land Acquisition Documents for Ground Solar in Yap.....         | 24 |
| Attachment D: Land Acquisition Documents for Yap Sports Complex .....         | 24 |
| Attachment E: Cadastral Map for Government Land in Tofol, Kosrae .....        | 24 |
| Attachment F: Land Titles for Government Land in Tofol, Kosrae .....          | 24 |
| Attachment G: Grant of Road and Utility Easement for Walung Causeway .....    | 24 |

|               |  |    |
|---------------|--|----|
| Attachment H: | Land Acquisition Documents for Walung Dispensary .....       | 24 |
| Attachment I: | Example SOI for Walung Road and Utility Easement .....       | 24 |
| Attachment J: | Example of New Distribution Easement in Walung Village ..... | 24 |
| Attachment K: | Land Acquisition Documents for Walung School.....            | 24 |
| Attachment L: | Survey Data for Proposed Connections in Walung Village ..... | 24 |
| Attachment M: | Template for Documenting Stakeholder Consultations.....      | 24 |
| Attachment N: | Summary of YSPSC Consultations on Land Acquisition .....     | 24 |
| Attachment O: | Yap Stakeholder Participation and Communication Plan .....   | 24 |
| Attachment P: | List of Yap Stakeholders Consulted for this RP.....          | 24 |
| Attachment Q: | Kosrae Stakeholder Participation and Communication Plan..... | 24 |
| Attachment R: | List of Kosrae Stakeholders Consulted for this RP.....       | 24 |
| Attachment S: | Yap Land Acquisition Procedures .....                        | 24 |
| Attachment T: | Excerpts from Kosrae Law 5-38 (1991) Establishing KUA .....  | 24 |

## 1. Project Description

1. The Asian Development Bank (ADB) Pacific Renewable Energy Investment Facility (PREIF) is financing small-value renewable energy projects in the 11 smaller Pacific island countries (PIC-11). The Federated States of Micronesia (FSM) Renewable Energy Development Project is a technical assistance project carried out under PREIF and supported with grant funding from ADB.

2. The project consultant (Entura) has carried out feasibility studies on potential infrastructure subprojects in all four states of the FSM (Yap, Chuuk, Pohnpei, and Kosrae). ADB has subsequently removed the Chuuk and Pohnpei subprojects from inclusion in the current round of funding. A third output for institutional strengthening of Pohnpei Utility Corporation (PUC) has been added to the project, but this output will not have any land acquisition or resettlement impacts. This Resettlement Plan (RP) thus concerns potential land acquisition and resettlement impacts of proposed subprojects in Yap State and in Kosrae State (only).

3. The RP includes a compliance audit to examine potential legacy issues in cases where land acquisition and resettlement might have been carried out previously on assets that would be affected by the proposed project and where previous acquisition and/or resettlement might have been carried out in ways contrary to ADB policy such that legacy issues might disrupt the project or pose a reputational risk to ADB (ADB Safeguard Policy Statement, June 2009 [SPS], Attachment 4, paragraph 12). The subproject designs for Yap and Kosrae are summarized below.

### Yap subprojects:

1. BESS installed at the existing power station.
2. Upgrade to existing power station SCADA and controls.
3. Roof-mounted solar PV added at the Yap Sports Complex.
4. Ground-mounted solar PV near the existing power station.

### Kosrae subprojects:

1. Ground and roof-mounted solar PV on government land and government buildings in Tofol, Lelu District, eastern Kosrae.
2. Hybrid mini-grid with solar PV, battery energy storage system (BESS), and auxiliary diesel generator together with approximately nine solar home systems (SHS) in Walung village of Tafunsak District in southwestern Kosrae.

## 2. Scope of Land Acquisition and Resettlement

4. Subproject 4 on Yap will involve land acquisition of a solar site by commercial lease. Subproject 2 on Kosrae will involve voluntary land acquisition by donation of utility distribution easements. All other subprojects on Yap and on Kosrae will be carried out on government land with no other parties occupying or using the land. Land acquisition for the proposed subprojects in Yap and in Kosrae are entirely voluntary—meaning that both parties will have full access to relevant information and that discussions will occur in an environment free of intimidation or coercion. No economic displacement will occur under any of the proposed subprojects but the project triggers ADB SPS safeguards for involuntary land acquisition and resettlement however due to the need to lease private-owned lands that are immutable. This abridged RP is thus commensurate to potential project impacts.

## 2.1. Yap Land Acquisition and Resettlement

5. Details of the four Yap subprojects are listed below.

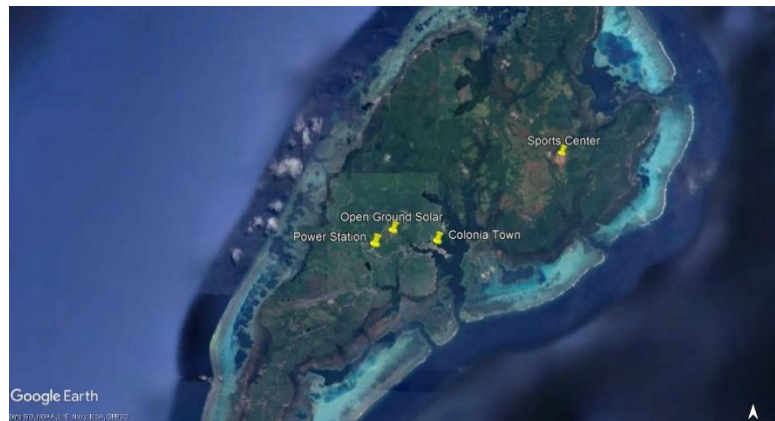
Subproject 1. Installation of a new BESS (0.8 MW / 0.8 MWh) on government land at the existing Yap State Public Service Corporation (YSPSC) power station.

Subproject 2. Upgrade to supervisory control and data acquisition (SCADA) and other system controls at the existing power station

Subproject 3. Installation of additional roof-mounted solar PV (0.3 MWp) on government buildings located on government land at the existing Yap Sports Complex.

Subproject 4: Installation of ground-mounted solar PV (1.673 MWp) on private land near the YSPSC power station.

6. Figure 1 (right) shows the locations of Yap Subprojects 1, 2, 3, and 4 in relation to the capital, Colonia. Details of land acquisition and resettlement impacts for the Yap subprojects are presented in the following three subsections.



*Figure 1. Locations of Subprojects 1, 2, 3, and 4 on Yap in relation to the capital, Colonia. Subprojects 1 and 4 are both at the existing power station.*



### 2.1.1. Yap Subprojects 1 and 2: BESS and SCADA

7. Yap Subprojects 1 and 2 are both located at the existing YSPSC power station compound (Figure 2, right) on the outskirts of the capital town, Colonia. The BESS will be housed in a standard 20-foot container mounted outdoors on concrete footings. The size and proposed location for the BESS container within the YSPSC compound are shown by the white rectangle in the upper left of Figure 3 (below right). Installation and upgrade of the SCADA and other system controls under Yap Subproject 2 will be within the existing power station (Figure 3, below right). No other party occupies or uses any part of the power station compound.



Figure 2. Location of the YSPSC power station compound on the outskirts of Colonia.

8. The acquisition agreement, title, and cadastral map for the YSPSC compound are in Appendix A.

9. No legacy issues were identified that might disrupt the project or pose a reputational risk to ADB.

10. Equipment staging and laydown areas for the two subprojects will be at the wharf and at the power station compound itself. No private land will be used.

11. Thus, no land acquisition or resettlement of any kind will occur under Yap Subprojects 1 and 2.



Figure 3. The white rectangle in the upper left of the Google Earth image shows the size and the proposed location of the BESS within the YSPSC compound.

### 2.1.2. Yap Subproject 4: Ground-Mounted Solar

12. Ground-mounted solar PV totaling 1.673 MWp will be installed on one parcel of private land lying about 850 meters northeast of the YSPSC power station. The development site is bifurcated by the “Hospital Jungle Feeder” and its associated access road (see Figure 4, right), which runs between the YSPSC power plant and the hospital and from the hospital to the existing wind farm.

13. The Trust Territory government acquired a perpetual easement for the Hospital Jungle Feeder and its associated access road from traditional landowners in 1977. Appendix B presents a copy of that 1977 agreement together with a copy of the cadastral map. YSPSC now proposes to lease private land on either side of the easement for solar PV development.



Figure 4. Location of 1.673 MWp ground-mounted solar on private land straddling the Hospital Jungle Feeder and access road.

14. The utility easement effectively divides the solar site into two sections—dubbed “Open Ground 1” on the north side of the easement and “Open Ground 2” on the south side. The area of Open Ground 1 is approximately 1.3 hectares (3.3 acres), and the area of Open Ground 2 is approximately 0.6 hectares (1.4 acres). The irregular shape of the solar site is due to an existing property boundary on the north and northwest sides of the solar site and to the eroded gullies (green vegetated areas) that run generally north to south along the sides of the site. Between the eroded gullies lies sparse scrub vegetation on rocky, generally flat ground that slopes moderately to the south until the two gullies merge below the south end of the site.

15. Figure 5 (right) shows Open Ground 1 from the north side of the utility easement looking northeast across the site. The utility lines and access road are visible on the right.

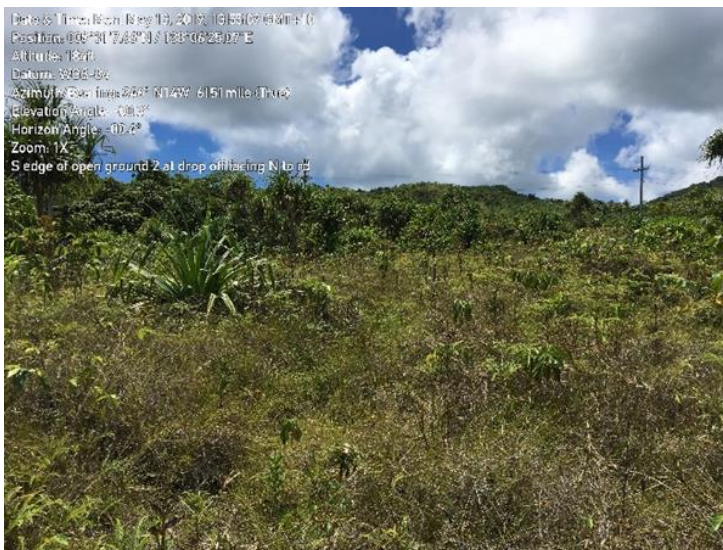


Figure 5. Open Ground 1 solar PV site looking northeast across the site with the utility line and associated access road visible at right.



16. Figure 6 (right) shows Open Ground 2 from the bottom (south) end of the site looking uphill (north) toward the access road.

17. The boundary of the solar site at the north end of Open Ground 1 follows the adjacent property line and thus avoids a modest residence and associated gardens that lie above the solar site. The residence sits about 50 meters north of the top (north) end of the solar site and is not visible from the solar site. The house can be seen in the background of the photo in Figure 7 (below right). That photo was taken from an unimproved access road fronting the residence on the uphill side.



*Figure 6. Bottom (south) end of Open Ground 2 looking north across the length of the site toward the access road and power line.*



*Figure 7. Modest residence visible behind a bamboo screen 50 meters north and uphill from the north end of proposed solar site. The solar site lies behind and down the hill from the house.*

18. Figure 8 (right) shows the garden land lying between the house and the north end of Open Ground 1. The gardens lie outside the proposed lease area. The owner of the house and gardens does not object to having a solar array on the slope below the house and gardens (personal communication, Victor Nabeyan, 13 May, 2019). The solar array is not likely to be visible from the house because of the slope of the land and because of trees and other vegetation that surround the house. The solar panels will face south—away from the house—and will be tilted toward the south at an angle of 10 degrees, so no glare will be reflected back toward the house.



*Figure 8. Photo of garden lands lying above the north end of Open Ground 1. The photo was taken facing north from the north end of Open Ground 1. An outbuilding (shade house) is visible in the center of the photo. The residence is out of sight behind the trees in the upper-right side of the photo.*

19. Open Ground 1 and Open Ground 2 are part of a single parcel of private land. No one currently occupies or uses the area of the solar site, so acquisition of the site will not require physical or economic displacement of any kind. The land has lain idle for so long that property boundaries had to be re-surveyed.

20. Equipment staging and laydown areas for the subproject will be at the wharf, at the power station compound, and at the site itself. No other private land will be used.

21. The identified site is immutable as YSPSC prefers the site for the following reasons:

- i. The site lies on the existing transmission line just northeast of the existing power station.
- ii. The ground faces south at an incline that is suitable for solar PV.
- iii. The land has been unused for many years and is largely open scrub with poor soils and little or no other suitable economic use.
- iv. The northern part of the southern section (Open Ground 2) adjacent to the access road and utility line is relatively flat and would be suitable for other developments at some future date if it is not needed for the currently proposed solar development.
- v. The landowner favors leasing the site to YSPSC.

22. YSPSC has been consulting with the community and landowner and negotiations have been made to acquire the site under a freely negotiated long-term commercial lease. The steps of the acquisition process are described in Section 6.2.

23. It is noted that the local community and chiefs have identified competing claims to the owners of the site. Both parties however have indicated their willingness, in principle, to lease the property to YSPSC.

24. The informal community process for adjudicating the two competing claims is underway, and YSPSC will execute a lease agreement with the rightful owner(s) once that matter is resolved.

YSPSC is currently giving the community time to resolve the matter internally through customary processes.

25. If ownership is not resolved, YSPSC will document each claimant's willingness to lease the land by executing a Memorandum of Understanding with each claimant confirming their agreement to detailed lease terms should their claim(s) be successful. Since both claimants want to lease the land, YSPSC could then execute the lease through the court and make the lease payments into an escrow account until the community negotiations and/or the court determines legal ownership. Once the matter of ownership is resolved, the escrowed funds and the future lease payments would be paid to the legal owner(s). This procedure is commonly used in the Pacific and has been accepted by ADB.

26. The RP will be updated after detailed design and before award of contract and civil works with copies of the land title, lease agreement, and cadastral map.

### 2.1.3. Yap Subproject 3: Roof-Mounted Solar

27. Figure 9 (right) shows a Google Earth image of Yap Sports Complex with the proposed roof-mounted solar PV shaded in light blue, plus an additional new building not shown located adjacent to the tennis courts north of the gymnasium that houses a volleyball court.

28. Copies of the land acquisition agreement, title, and cadastral map for Yap Sports Complex appear in Appendix C.

29. No other party occupies or uses the site, so there will be no physical or economic displacement of any kind.

30. Equipment staging and laydown areas for Yap Subproject 3 will be at the wharf and at the Sports Complex itself. No private land will be used.

31. No legacy issues were identified that might disrupt the project or pose a reputational risk to ADB.

32. Thus, no land acquisition or resettlement of any kind will occur under Yap Subproject 3.

## 2.2. Kosrae Land Acquisition and Resettlement

33. Details of the two Kosrae subprojects are described below.



Figure 9. Google Earth image showing Yap Sports Complex with proposed roof-mounted solar installations shaded in blue.



- Subproject 1. 1.2 MWp of ground and roof-mounted solar PV on government land and structures in Tofol of Lelu District.
- Subproject 2. Hybrid mini-grid together with approximately nine solar home systems (SHS) in Walung village of Tafunsak District.

34. Figure 10 (right) shows the locations of the two proposed subprojects on Kosrae. Details of land acquisition and resettlement impacts for the Kosrae subprojects are presented in the following two subsections.



Figure 10. Google Earth image of Kosrae with locations of Subproject 1 (ground and roof-mounted solar) and Subproject 2 (Walung mini-grid and SHS) marked with yellow pins.

#### 2.2.1. Kosrae Subproject 1: Ground and Roof-Mounted Solar in Tofol

35. Kosrae Subproject 1 will install 1.2 MWp of ground and roof-mounted solar PV on government land and on government buildings located on the same land in the central government area of Tofol. The ground-mounted site is vacant land lying south of the baseball field between the track, the wastewater treatment ponds, and the communications tower (Figure 11, right). Roof-mounted solar PV will be installed on the adjacent gym and on top of a car park and/or belachers that are to be constructed as part of the project. All are to be sited on government land.



Figure 11. Location of ground and roof-mounted solar PV in central government area of Tofol between the track, the baseball diamond, and the communications tower.

36. Appendix D presents a map with numbered parcels of government land in Tofol. Appendix E presents Certificates of Title for parcels 56K-1 and 56K-2 showing that the Kosrae state government owns the land. These two parcels are the largest government-owned parcels in Tofol and they hold all 10 of the short-listed solar sites including the preferred solar site, Site 1.

37. No other parties occupy or use any part of the site. Equipment staging and laydown areas for Kosrae Subproject 1 will be at the wharf, at the nearby KUA compound, and at the solar sites themselves. No private land will be used.

38. Thus, no land acquisition or resettlement of any kind will occur under Kosrae Subproject 1. No legacy issues were identified that might disrupt the project or pose a reputational risk to ADB.

## 2.2.2. Kosrae Subproject 2: Hybrid Mini-Grid and SHS for Walung Village

39. Kosrae Subproject 2 will develop a hybrid mini-grid connecting approximately 40 centrally located residences and institutions in Walung village and also provide SHS to approximately nine outlying residences for which connection to the mini-grid is not financially feasible (Figure 12, right).

40. The Kosrae government holds a road and utility easement for the unimproved roadway extending from the border of Tafunsak and Utwe Municipalities up to the shoreline of central Walung (red line in Figure 13, below right).

41. For the last 200 meters at the north end, the road and utility easement crosses a marshy area on a narrow causeway made of local fill material that connects the inland higher ground with the shoreline sand berm on which most of the residences and other structures sit. Appendix F presents a copy of the Grant of Easement for that 200-meter section of the road and utility easement. The grant provides for an easement 60 feet wide with the location as shown on the cadastral map that appears in Figure 13 (right).



Figure 12. Google Earth image of Walung village in northwest Kosrae with digital overlays identifying residences to be connected to the mini-grid (yellow dots) and residences to receive SHS (red dots). The proposed site of the small power station is in the middle of the blue line, which demarcates the unimproved Walung causeway. Two other residences now to be added to the mini-grid, but not shown here, lie at the inland terminus of the causeway (blue line).

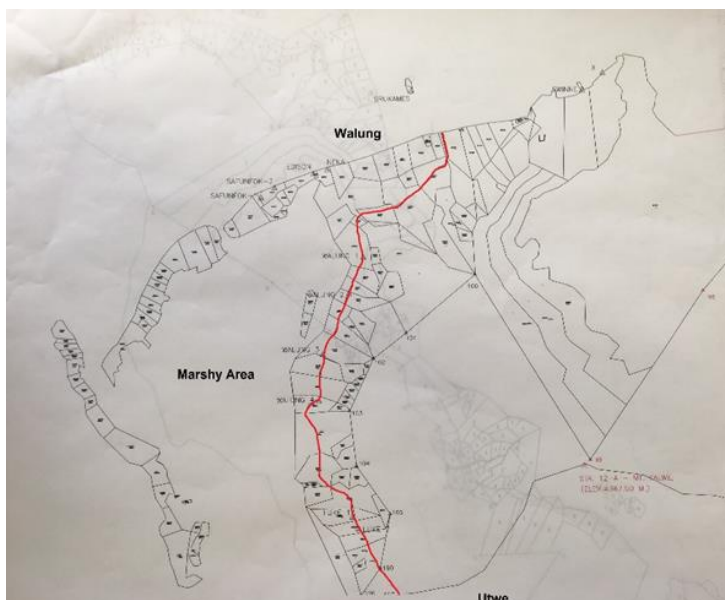


Figure 13. Government road and utility easement (red line) entering Tafunsak Municipality from Utwe in the south and ending at the Walung village shoreline in the north.

42. The proposed location for the small building(s) that will house the diesel generator and the BESS is roughly in the center of the causeway (blue line in Figure 13, previous page), which will be widened at that location from its present width of about 20 feet to a width of 60 feet. The total fill area to be added will be small (e.g., 150 m<sup>2</sup>). No new land acquisition will be required because the newly filled area will be within the existing 60-foot easement. Figure 14 (right) shows the proposed location of the Walung power station and battery house.



Figure 14. Google Earth image showing proposed location of the power station and battery house within the existing road and utility easement underlying the causeway (center) in Walung. The alternate site on the dispensary property is also shown (left) along with the location of the school (right).

43. If the causeway should prove to be an impractical location for the power station and battery house, an alternate site on the inland side of the government dispensary could be used (Figure 14, above right). Government purchased a 775 m<sup>2</sup> section of the parcel 028T-01 in 1987 and purchased the remaining area of the parcel for the new dispensary in 2015. Appendix G presents copies of both the 1987 and the 2015 land acquisition documents for the dispensary site. The vacant area of the government parcel is adequate for installation of the power station and battery house.

44. Figure 15 (right) shows a close-up view of the cadastral map in the heart of Walung village. All the property titles and boundaries are final and there are no disputes (personal communication, Joe Wigner, State Surveyor, 28 August, 2018). Individual landowners along the route of the existing road and utility easement each signed a Statement of Intent (SOI) to grant an easement on their land subject to the condition that all other affected landowners also agreed. Appendix H presents one such SOI as an example. Once all affected landowners had signed an SOI, they all proceeded to execute the grants of easement for a term of 99 years. Appendix F (already cited above) presents one example of the formal road and utility easements granted in Walung village. Note that the easements were all granted voluntarily in 2004 at zero cost and that no compensation was or is to be paid for any damage to trees or crops.

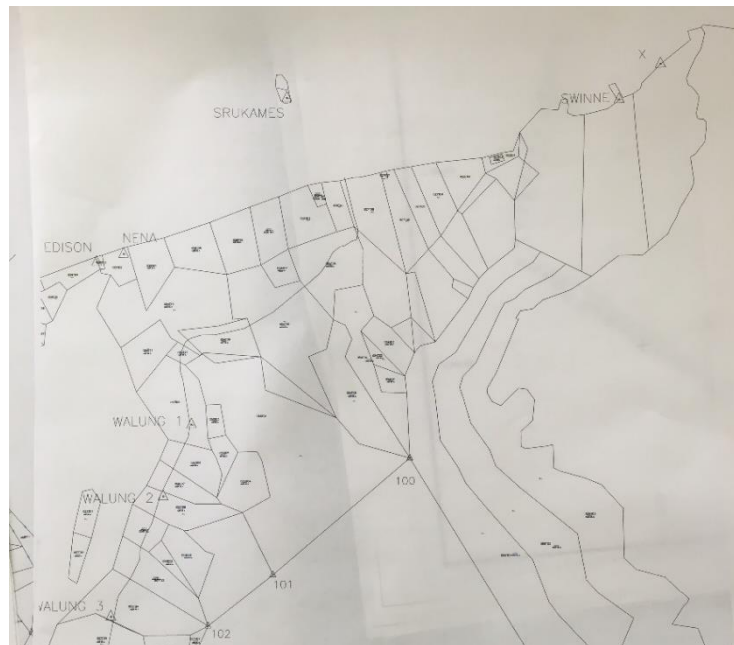


Figure 15. Cadastral map of Walung village in the area where the distribution easement will be declared.

Note that the easements were all granted voluntarily in 2004 at zero cost and that no compensation was or is to be paid for any damage to trees or crops.



45. Although property titles and boundaries in Walung are all final and undisputed, ownership has generally now passed to the second generation so that several “Heirs” generally now own the property. The court land registry has no formal mechanism to determine and record who among a group of heirs is authorized to speak and sign for the group of heirs, and there is no probability of the court developing and implementing such a mechanism in the near to medium term that would be required by the project.

46. Many or most heirs now live overseas and are frequently difficult to contact. Therefore, the government, court, and heirs all use an informal and *ad hoc* approach to determining who may sign a land document representing a group of heirs. That informal procedure is for the court registry to discuss the matter with local heirs and other community members until a consensus is reached on a particular heir, and that heir then signs the court document on behalf of the group of heirs. No disputes have been reported. Such an informal procedure might present some risk if the land transaction were more serious—e.g., an outright sale of land for a significant cash amount—but no one sees a significant risk in the present grant of utility easement for no cash in return for the substantial benefit of receiving an electricity connection.

47. A public water pipe runs the length of the village—generally along an undeveloped and *de facto* public footpath lying just inland of the shoreline. The water reticulation system branches off from this water main to connect individual residences and institutions. The mini-grid distribution system will follow the same route. There is no formal easement for the existing water pipe except for the portion that follows the road easement (described above), so implementation of Kosrae Subproject 2 will require acquisition of a formal utility easement along the shoreline portion of the distribution lines (yellow and blue lines running east/west in Figure 12, above).

48. Similar easements will be required for lines branching off to the individual residences and institutions served by the mini-grid. KUA will own the SHS, so placement of SHS on the properties of the remaining households will require easements at the locations of the SHS whether they are mounted on the ground or on rooftops of the respective residences. Residents consulted during two site visits to the village offered that they would happily donate these easements.

49. KUA has already executed 4 of 33 required grants of easement by donation with Walung landowners for the mini-grid distribution system, which will run from the northeast end of the village to the tidal stream called Panea, and for the SHS that will be provided to nine outlying households (see Figure 12, above). Appendix I presents a copy of one such grant of easement.

50. Such voluntarily grants of easement at no cost and with no compensation for damage to trees or crops is equitable under present circumstances because the distribution easements will cross the property of all (and only) those households that the project will benefit and will do so more or less equally for all households in the village. Free grants of easement are also appropriate because the state government and/or KUA will provide a substantial and ongoing financial subsidy to project beneficiaries in the form of electricity tariffs that are a fraction of the actual cost of service in Walung (very likely the same tariff as elsewhere on Kosrae).

51. The solar PV subproject panels will be placed on the roof of the local government school (Figure 16, right). This will require KUA to reach an agreement with the state government’s Department of Education, which owns the building. The owner leased the land to the State of Kosrae in 1998 for a period of 99 years (see Appendix J).



Figure 16. Aerial photo of Walung school and church. The solar PV installation will be on the roof of the school.

26. In summary, any new land required for Kosrae Subproject 2 will be acquired voluntarily through donation and thus will not trigger ADB safeguards relating to involuntary land acquisition and resettlement. Government has no intention of acquiring either the distribution easements or other land rights involuntarily, and there is no need to do so. No legacy issues are documented or reported.

3. Socioeconomic Information and Profile

3.1. FSM Socioeconomic Information and Profile

52. The FSM is made up of four states—Pohnpei (pop. 36,936), Chuuk (pop. 48,703), Kosrae (pop. 5,748), and Yap (pop. 11,995).<sup>1</sup> Household size is 5.1 persons in Yap and 5.3 persons in Kosrae. The population is growing slowly on Yap and is falling steadily in Kosrae. Pohnpei is the federal seat of government and has the most developed economy. Yap has a substantial outer-island populations where local economies are supported by government employment, overseas remittances, semi-subsistence production, copra, and handicrafts. Kosrae has no outer islands.

53. Income distribution is highly unequal in all four states. Figure 17 (below, top left graph) shows that, the wealthiest quintile (20%) of all households in Pohnpei State (far right column) accounts for 57% of total income while the poorest quintile (far left column) accounts for just 2% of total income. Female-headed households account for 21.5% of all households and had an average income 9.8% below the average for male-headed households. Income distributions are similarly unequal in Chuuk (top right), Kosrae (bottom left), and Yap (bottom right). Incomes are substantially lower in Chuuk. Nominal income has increased steadily, but real income has declined significantly as income growth has been swamped by the rising cost of living (*ibid*).

<sup>1</sup> Data cited here are from FSM Household Income and Expenditure Survey 2013/14.

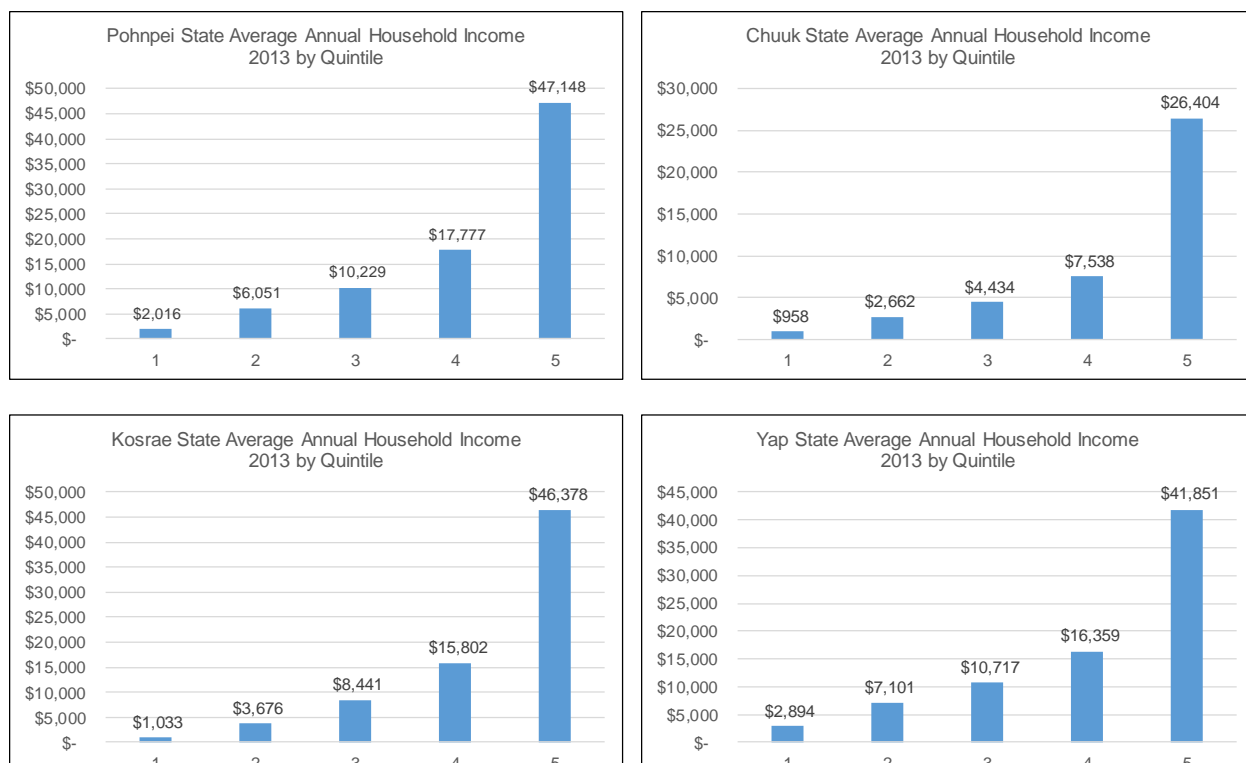


Figure 17. Average annual household income by quintile for each state as estimated by the 2013/14 Household Income and Expenditure Survey. Note that poorer households tend to have significantly more residents than wealthier households, so the distribution of income per capita is even more extreme.

### 3.2. Walung Village Socioeconomic Information

54. The Walung mini-grid will benefit approximately 40 households, with approximately 220 total residents, plus three public buildings (youth center, dispensary, and elementary school with a government teacher's residence included in "households"), one tourist accommodation (four small structures), one small shop, and one church (with main church building and cookhouse counted as separate electrical connections and the pastor's residence included in "households").

55. Two of the government buildings (dispensary and school) have small generators, but the dispensary itself is not open. The church and the tourist accommodation also have their own small generators. The church generator supplies electricity to several nearby households. Thirteen residences have some form of operating generator, but none operates more than a few hours a day or even a few hours a week. Twenty residences have some form of solar electricity, but most systems are quite small.

56. The project proposes to connect 40 structures to the mini-grid including 32 residences, three public government buildings, two church buildings, and two commercial connections (tourist accommodation and shop). Nine additional residences will be provided SHS. Appendix K provides further details.

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

57. ADB SPS applies the terms “Affected Persons” and “Inventory of Losses” under policies regarding involuntary land acquisition and resettlement (physical or economic displacement). A majority of project works will involve no involuntary land acquisition and no resettlement of any kind. The one subproject on Yap for acquisition through commercial lease is the noted exception due to the fact that the identified site is immutable and under dispute.

58. The RP will be updated after detailed design and before award of contract and civil works with copies of the land title, lease agreement, and cadastral map when ownership is resolved. If ownership is not resolved, YSPSC will document each claimant’s willingness to lease the land by executing a Memorandum of Understanding with each claimant confirming their agreement to detailed lease terms should their claim(s) be successful.

#### 4. Information Disclosure, Consultation, and Participation

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).

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

##### 4.1. Yap Information Disclosure, Consultation, and Participation

60. YSPSC consultations to date regarding land acquisition for the ground-mounted solar are summarized in Appendix M. YSPSC maintains a file of photographs from the meetings. Consultations with landowners are ongoing and will be updated as they occur. Appendix N presents the Yap Stakeholder Participation and Communication Plan for the implementation phase of the Yap subprojects. Appendix O presents a list of Yap stakeholders consulted in preparation of this RP.

##### 4.2. Kosrae Information Disclosure, Consultation, and Participation

61. KUA could meet consultation requirements for Subproject 1 by calling a public information meeting and inviting key institutional stakeholders along with the general public. KUA could send emails and letters to invite key stakeholders and use its official web site (<https://kosraepower.com/>) to invite members of the public. KUA could also use its web site to post reports and other information about the project. In addition to providing summary information and answering questions about both Subprojects 1 and 2 at the meeting and on its web site, KUA

could explain in some detail what effect, if any, the two subprojects are expected to have on KUA electricity rates. KUA would take stakeholder comments under consideration and modify project goals and procedures as appropriate.

62. KUA and the Entura team carried out two formal consultations with Walung Mayor Jacob George regarding Subproject 2—the first on 3 February 2018 and the second on 28 August, 2018. In each case, the office meeting was followed by a lengthy site visit to Walung village in which KUA staff and the Entura team inspected local conditions, talked informally with local residents, and explained the nature of the proposed subproject. No formal group meetings were held in the village.

63. KUA has followed up with formal consultations in Walung. Those KUA meetings in Walung are designed to meet three purposes.

64. First, for KUA to provide landowners and residents with detailed information about the proposed project and how it would proceed. It is well known that Walung residents are enthusiastic in wanting the project to proceed, but to date they only know generalities, and opinions can change once details become known. Important details include:

- (i) where, when, and how the various project assets would be installed and at what cost, if any, to local residents;
- (ii) who would carry out the various works;
- (iii) where any imported 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) who would own, operate, and maintain the various project assets under what terms and conditions;
- (vi) how the mini-grid and the SHS would operate;
- (vii) consumer safety measures;
- (viii) consumer restrictions, if any, on use of the mini-grid and SHS systems;
- (ix) tariff rate(s) and structure(s) for the mini-grid and the SHS;
- (x) consumer payment mechanism(s);
- (xi) disconnection and reconnection policies, procedures and costs, if any;
- (xii) procedures, terms, and conditions for routing and granting of easements;
- (xiii) location of and any requirements for land acquisition such as for the solar PV array and the powerhouse;
- (xiv) terms and conditions for any lease agreements;
- (xv) KUA and community information regarding any environmental impacts (including those on physical cultural resources) that should be avoided or mitigated.

65. Second, for KUA to answer questions and negotiate any uncertain terms and conditions with the community.

66. Third, for KUA to reach formal agreements with relevant landowners for grants of easement as described above.

67. Appendix P presents the Kosrae Stakeholder Participation and Communication Plan for the implementation phase of the Kosrae subprojects. Appendix Q presents a list of Kosrae stakeholders consulted during preparation of this RP.

## 5. Grievance Redress Mechanism

68. Every project should have a Grievance Redress Mechanism (GRM) to receive and facilitate resolution of any concerns or grievances that might arise during the course of project implementation. A single GRM is used for both environmental and social grievances. Since all the proposed project works would be carried out by or under the guidance and authority of the state-owned utility company, and since all landowners and the great majority of all households, businesses, and other institutions on the respective islands already understand the operations of, and deal directly with their utility on a regular basis, it would be best to use the respective utility's standard 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.

69. In serious cases, people would likely take grievances directly to the GM (General Manager) or perhaps to a relative that happens to hold a senior position in the utility, but a project-specific staff member acting as grievance focal point within each utility will be designated once project implementation begins employing the following mechanism:

70. Environment and social complaints will be received through the Grievance Focal Point (GFP), which will be a designated person from within the utility who will be responsible for receiving the complaints. The utility will record the complaint in the onsite Environmental and Social Complaints Register (ESCR) in the presence of the GFP.

71. The GFP will discuss the complaint with the 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 Project Management Unit (PMU) Safeguard Specialist. The PMU Safeguard Specialist will then be responsible for coordinating with the Contractor in solving the issue.

72. 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 (EA).

73. 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.

74. 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 EA acting through the IA 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 18 shows the Grievance Redress Mechanism.

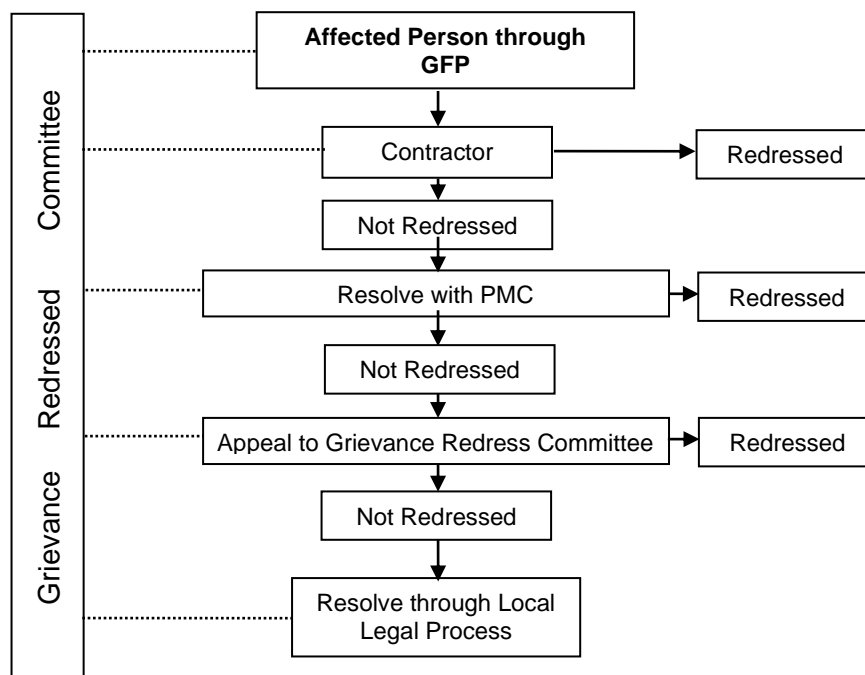


Figure 18. Diagram of the process flow under the Grievance Redress Mechanism.

75. A public awareness campaign will precede and carry through project implementation. That campaign will include advice on where and how to direct any grievances that might arise.

## 6. Legal Framework

### 6.1. FSM Constitution and Laws

76. Regarding involuntary land acquisition and resettlement, the FSM Constitution declares that “a person may not be deprived of life, liberty, or property without due process of law” (Article IV. Section 3).

77. FSM law inherited from US Trust Territory days (FSM Code 2014, Title 56) makes provisions for the “central Government” (now federal government) and for a “district legal entity” (now state government) to exercise Eminent Domain (Chapter 1) and Real Property Acquisition (Chapter 2). The exercise of eminent domain allows the government “to condemn property for public use or purposes and to appropriate the ownership and possession of such property for such public use upon paying the owner a just compensation to be ascertained according to the law” (§ 101). FSM law is not likely to be invoked under the present project, however, since any actions would be carried out by a state government rather than by the FSM government.

78. In cases of involuntary land acquisition, FSM safeguards generally accord well with ADB SPS. In the abstract legal sense, FSM safeguards might be considered to fall somewhat short of ADB requirements in certain (largely procedural) details, but no special measures need be developed to fill those gaps in regard to involuntary land acquisition because there is no reason

to believe that the project would require or a government would pursue involuntary land acquisition. If they did, then ADB safeguard policies would apply.

79. The situation is rather different in cases of involuntary resettlement of people and non-land assets from government land. Federal and state laws provide no explicit protection for people who are trespassing on government land. The project with the exception of the Yap commercial lease from one property owner will not involve involuntary physical displacement of residences or economic displacement of non-land assets, so any gap in that regard is moot.

## 6.2. Yap State Constitution and Laws

80. The Yap State Constitution states that “No person shall be deprived of...property, without due process of law” (Article II, Section 4). The Yap State Constitution provides for eminent domain:

The Legislature may provide by general law for the taking of private property for a public purpose. The general law shall provide for just compensation, good faith negotiations for lease or purchase and consultation with appropriate local government prior to the taking, and the manner of the taking” (Article II, Section 11).

81. Yap State Code does not set out specific procedures for exercising eminent domain, however, so there is no lawful way for the state government to exercise eminent domain.

82. A previous project (ADB FSM TA 44469: Yap Renewable Energy Development Project) expected to require state acquisition of land by voluntary purchase or lease, so the Yap State Office of the Attorney General prepared “Land Acquisition Procedures” for that project. The same procedures apply to the present project. That document appears below as Appendix R.

83. Land Acquisition Procedures lays out steps required for the state to determine the rightful owners of private land and then negotiate with them either to purchase the fee simple or leasehold interest in the land. Under that earlier project, the landowners provided land voluntarily under a multi-year commercial lease, and that will be the case under the current project.

84. YSPSC is using the Land Acquisition Procedures under the current project to identify people who hold interests in land that YSPSC would like to use for project purposes and then to acquire a leasehold interest in that land. The procedures YSPSC is following are summarized below (personal communication, Victor Nabeyan, 2 May, 2018):

The process of identifying people of interest in the sites are as follows:

- 1) YSPSC liaising with the traditional village chiefs (our community point of contact at this stage).
- 2) YSPSC conducts site visits with village chiefs (completed).
- 3) Village chiefs consult with community to identify persons claiming ownership (“claimants”) in parcels in the sites.
- 4) YSPSC briefs village and municipal chiefs, and schedule with them dates for community consultation meetings.



- 5) YSPSC conducts community consultation meetings with village/municipal chiefs, claimants, and other community members. Project briefing will be undertaken to inform the community and the claimants about the project, and claimants will be requested to formally file with Division of Land Resources (DLR) applications to survey and register their claimed parcels of land in the sites.
- 6) DLR, as part of its survey and registration procedure, will publicly announce for a period of 45 days that it is undertaking survey and registration, and that any person having a claim in any of the parcels will be given a deadline in the notice to file his/her claim with DLR. The notice will give sufficient specifics and details (pursuant to DLR requirements) to sufficiently inform the public about which parcels are being surveyed.
- 7) If after the notice period, there is no adverse claim concerning any of the parcels in the sites, DLR will issue certificates of title based on the survey. At this point, YSPSC will have identifiable landowners to negotiate acquisition with.
- 8) If adverse claims are determined by DLR during the notice period, the survey will be placed on hold until such time that the claimants can settle their dispute. Here are the options for settlement of disputes:
  - a) The claimants can litigate their claims in court. This will be time consuming and will not be ideal for the project.
  - b) The adverse claimants can agree on their respective ownership interest in two ways:
    - (1) One or more claimants may determine they were wrong in their claim and rescind, allowing DLR to issue title to the remaining claimant(s). This is less likely when there are more than two adverse claimants.
    - (2) The claimants will agree individually owned parcels in the sites with clearly defined boundaries, which will allow DLR to issue a certificate of title to each claimant for his separate and individual parcel.
  - c) Instead of litigation, the adverse claimants can agree that they each be issued a certificate of title as owner in fee simple in common (common owners of equal right with other claimants). This is the option that was taken in the YREDP project [Yap Renewable Energy Development Project].
- 9) If option 8(a) is elected by the claimants, litigation can take years, and the project will likely be jeopardized.
- 10) If disputes are resolved under an 8(b) scenario, DLR will be able to complete the survey, and issue certificates of title.
- 11) If option 8(c) is chosen, YSPSC will have an identifiable group of common landowners with which to negotiate. Based on YREDP and other previous land

acquisition cases that I have managed, I believe, more likely than not, will be where we end up.

85. The important point about the above procedures is that YSPSC uses them to identify the rightful owner(s) of the land so that YSPSC can then begin negotiations with the owner(s) for voluntary acquisition. Neither Yap State nor YSPSC has any intention or any need to take land involuntarily by eminent domain, and such taking of land is not provided for in Yap State Code. If the landowners are not willing to transfer fee simple or leasehold rights in the land voluntarily, then YSPSC would simply identify another suitable piece of land or, if none is readily available, abandon the project (as occurred with the proposed wind turbine subproject). In this case, the ADB safeguards are triggered to ensure compliance due to the fact it is the only optimal site for the project.

### 6.3. Kosrae State Constitution and Laws

86. The Kosrae State Constitution also contains the provision that “a person may not be deprived of life, liberty, or property without due process of law” (Article XI, § 5). Kosrae State Code sets out the specific procedures to be followed in exercising eminent domain (Title 11, Part I, Chapter 1, Section 11.103) including “Establishment of value of land” (§ 108) and “Determination of ownership in event of dispute” (§ 109). Under those procedures, the state must first negotiate with each interested party, provide a written statement of the public purpose for which the interest is sought, and negotiate in good faith. If the negotiations are not successful, the state may begin a court action to acquire the interest in land (*Sigrah v. Kosrae*, 12 FSM R. 513, 519 [Kos. S. Ct. Tr. 2004]). Other details may be passed over here because the state government has no intention and no need to exercise eminent domain under the present project.

87. More significant is Kosrae State Law 5-38 (1991) establishing KUA. The law gives KUA various “powers, duties, and responsibilities” including, in effect, the power, duty, and responsibility to create utility easements by the simple act of installing distribution lines (Section 7.1202; see Appendix S for relevant excerpts). The law also allows KUA to “cut or remove any tree or any branch of any tree” (*ibid*). In creating utility easements, the law is explicit in stating that KUA acquires no other right “in or over the soil or any land” (*ibid*).

88. Regarding compensation for these easements, the law states only that KUA must provide “reasonable compensation” to the landowner “where such action becomes a nuisance or causes the loss of value to the owner of the land” (*ibid*). Neither of those conditions is expected to occur in Walung. Instead, it is very likely that land values will increase and that landowners will happily offer KUA easements under the conditions described in the law.

89. The salient requirement under ADB SPS is that KUA and its implementing contractor consult thoroughly with the affected landowners and residents in advance to agree on and clearly mark the best locations for the distribution lines so that installation causes the least amount of nuisance. Once installed, the contractor’s as-built drawings can serve to document and help register the location of the easements.

90. KUA is in the process of acquiring formal distribution easements for the Walung mini-grid and the SHS. The law establishing KUA does not require such formality, but KUA is proceeding with it.

## 7. Entitlements

91. Under ADB SPS, “entitlements” refers to compensation and other assistance provided to Affected Persons who suffer economic loss as a result of involuntary land acquisition and/or involuntary resettlement. As noted above, there will be no involuntary land acquisition or involuntary resettlement under the project. The listing of “entitlements” given below refers instead to lease payments to be received by the lessor(s) of private land for Yap Subproject 4 (Ground-Mounted Solar).

92. There is little or no land market on Yap - especially in rural areas such as that targeted by Yap Subproject 2. Largely for that reason, Yap has established standard lease values, but the standard unit values are not kept up to date and in any case provide only a starting point for negotiations. Any lease agreement(s) under the subproject will be a freely negotiated settlement that is commercial in nature and entirely voluntary - meaning that both parties have full access to relevant information and that discussions occur in an environment free of intimidation or coercion.

93. The question of market rates is moot in any case because ADB SPS requires use of market rates only in cases of involuntary land acquisition. In cases of voluntary land acquisition involving either commercial lease or donation, the relevant parties are free to determine whatever rates they find mutually agreeable - even a rate of zero in the case of land donation.

94. Leases are expected to be for 25-year terms (project design life) with options to renew. Land for the electricity easement and SHS in Walung will be donated in perpetuity but with the land reverting to the original landowner if KUA no longer uses it for the specified purpose of providing electricity to the properties.

95. Figure 19 (below) provides the expected lease rate and total annual payments for land areas acquired under Yap Subproject 2.

| Yap Subproject 2  | Property Owner(s) | Lease Area | Unit Rate | Annual Payment |
|-------------------|-------------------|------------|-----------|----------------|
| Open Ground 1 & 2 | TBD               |            |           |                |

Figure 19. Entitlement matrix.

96. In Walung village (Kosrae), landowners will voluntarily donate land as a formal utility easement for the electrical distribution line that will bring electricity from the project mini-grid to their properties. The electricity easement will generally follow a long-standing *de facto* easement that serves as a public footpath through the village and provides a route for a PVC water pipe the village installed to serve the same private properties that will now be connected to the mini-grid.

## 8. Institutional Arrangements

### 8.1. FSM Institutional Responsibilities

97. The FSM Department of Finance and Administration (DFA) is the project executing agency (EA). DFA has overall responsibility for the agreement with ADB. Implementation of the project will be overseen through the FSM Department of Resources and Development (R&D). R&D will act as the implementing agency (IA) to ensure proper implementation of the project including implementing mitigation measures and reporting on safeguards. R&D also has responsibility to

ensure through relevant agencies that the RP is updated as necessary. The IA will submit social safeguard monitoring reports to the EA, and the EA will review them and submit them to ADB.

98. During initial stages of project implementation, the Project Implementation Contractor (PIC) will implement a training program, as necessary, for relevant staff from the EA, the IA, and other relevant agencies on: (i) project procedures for dealing with economic displacement, (ii) ADB policies on social safeguards, (iii) applying these policies to the project, and, (iv) requirements on updating and implementing the RP including consultations, payments, and information disclosure.

## 8.2. Yap Institutional Responsibilities

99. YSPSC is responsible for implementing activities related to voluntary land acquisition for the ground-mounted solar subproject. As part of these activities, YSPSC will:

- (i) Carry out and document consultations with relevant landowners and other stakeholders.
- (ii) Collaborate with relevant government agencies in negotiating and executing any voluntary acquisition of land by commercial lease, donation, or other voluntary agreement.
- (iii) Provide funds, staff, and other resources to carry out surveys and investigations. The costs of any consultants will be funded under the ADB grant.
- (iv) Implement and monitor the grievance redress process.
- (v) Draft updates of the RP as necessary and submit the updated drafts with necessary approvals to the IA. The IA's designated Social Safeguards Officer will have primary responsibility to implement and monitor the RP.

## 8.3. Kosrae Institutional Responsibilities

100. KUA is responsible for implementing project activities related to voluntary land acquisition in the Walung subproject area. As part of these activities, KUA will:

- (i) Carry out and document consultations with Walung and other stakeholders.
- (ii) Collaborate with relevant government agencies in negotiating and executing any voluntary acquisition of land and rooftop space by commercial lease, donation, or other voluntary agreement.
- (iii) Provide funds, staff, and other resources to carry out surveys and investigations. The costs of any consultants will be funded under the ADB grant.
- (iv) Implement and monitor the grievance redress process.
- (v) Draft updates of the RP as necessary and submit the updated drafts with necessary approvals to the IA. The IA's designated Social Safeguards Officer will have primary responsibility to implement and monitor the RP.

## 9. Implementation Schedule

101. Figure 20 (below) presents the proposed implementation schedule for preparing and updating the RP and implementing its provisions.

**Figure 20. Schedule for updating and implementing this Resettlement Plan.**

| # | Activities  | Proposed Schedule         |
|---|---|---------------------------|
| 1 | Submit draft RP to ADB.   | June 2019                 |
|   | Determine landowner(s) for Yap Subproject 2.                          | July 2019.                |
| 2 | Execute lease(s) with landowner(s) for Yap Subproject 2.              | September 2019.           |
| 3 | Execute remaining easements for Kosrae Subproject 2.                  | September 2019.           |
| 4 | Make first lease payment(s) to Yap landowner(s).                      | October 2019.             |
| 5 | Update draft RP as necessary.   | TBA.                      |
| 6 | Present updated draft RP to IA and EA and revise as necessary.        | TBA.                      |
| 7 | IA submits revised RP to ADB for approval and posting on ADB website. | October 2019.             |
| 8 | IA submits safeguard monitoring reports.                              | Six-monthly as necessary. |

## 10. Monitoring and Reporting

102. Based on the RP, the EA will work through the IA to monitor all activities associated with land acquisition. The scope of monitoring includes: (i) compliance with agreed policies and procedures for land acquisition; (ii) prompt approval, allocation, and disbursements of lease payments to lessors; and, (iii) any remedial actions as required.

103. In the unlikely event that any acquisition or resettlement is not voluntary, an alternate site will be found, or the acquisition will be carried out so as to conform to the safeguard requirements of ADB SPS, and the RP itself will be amended in the same manner.

104. The IA will maintain proper documentation of the consultation process and keep relevant records of any grievances or other issues that may arise together with the manner of their resolution. The social safeguard specialist in the IA will assist in documenting the consultation, negotiation, and transaction processes.

105. The IA will submit a land acquisition completion report to ADB following completion of legal acquisitions and initial payment of any lease(s) before the start of civil works in the respective states. As part of project performance monitoring, the IA will also prepare and submit to ADB semi-annual progress reports regarding land acquisition and resettlement safeguard monitoring.

- Appendix A: Land Acquisition Documents for YSPSC Compound
- Appendix B: Land Acquisition Documents for Jungle Feeder Line
- Appendix C: Land Acquisition Documents for Yap Sports Complex
- Appendix D: Cadastral Map for Government Land in Tofol, Kosrae
- Appendix E: Land Titles for Government Land in Tofol, Kosrae
- Appendix F: Grant of Road and Utility Easement for Walung Causeway
- Appendix G: Land Acquisition Documents for Walung Dispensary
- Appendix H: Example SOI for Walung Road and Utility Easement
- Appendix I: Example of New Distribution Easement in Walung Village
- Appendix J: Land Acquisition Documents for Walung School
- Appendix: Survey Data for Proposed Connections in Walung Village
- Appendix L: Template for Documenting Stakeholder Consultations
- Appendix M: Summary of YSPSC Consultations on Land Acquisition
- Appendix N: Yap Stakeholder Participation and Communication Plan
- Appendix O: List of Yap Stakeholders Consulted for this RP
- Appendix P: Kosrae Stakeholder Participation and Communication Plan
- Appendix Q: List of Kosrae Stakeholders Consulted for this RP
- Appendix R: Yap Land Acquisition Procedures
- Appendix S: Excerpts from Kosrae Law 5-38 (1991) Establishing KUA