



**Government of the Independent State of Samoa  
Land Transport Authority**

**ENHANCING ROAD ACCESS PROJECT  
(ERAP)**

**Grant No: H884-WS**

**Construction of the New Access Road and Bridge  
Crossing of Mali'oli'o River  
Samalaeulu, Savaii**

**ABBREVIATED RESETTLEMENT ACTION PLAN  
(ARAP)**

**Bidding Documents  
Volume 4**

**December, 2017**

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## **DEFINITION OF TERMS**

Terms commonly used in relation to these guidelines are defined as follows:

Census means a field survey carried out to identify Displaced Persons in accordance with procedures, satisfactory to the Association, including criteria for eligibility to compensation, resettlement and other rehabilitation measures, and consultations with Displaced Persons.

Compensation - The payment in land, cash or other assets given in exchange for the taking of land and buildings, in whole or in part, and all fixed assets on the land and buildings.

Cut-off Date for Eligibility to Entitlements means the date of the commencement of the census or when affected persons are informed via formal consultation about the project and the potential for compensation of lost assets, whichever date comes first.

### Displaced Persons

Persons who, on account of the involuntary taking of land and other assets under the Project resulting in a direct economic and social adverse impact, whether or not said Displaced Persons must physically relocate, had or would have their: (i) standard of living adversely affected, whether or not the Displaced Person must move to another location; (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable assets acquired or possessed, temporarily or permanently, adversely affected; (iii) access to productive assets (including crops) adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected.

### Involuntary Displacement

Direct economic and social impacts caused by (a) the involuntary taking of land resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the Displaced Persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the displaced persons.

### Involuntary Land Acquisition

The taking of land by government for public purpose against compensation where the landowner must surrender their land involuntarily and has only the right to negotiate and appeal the amount of compensation proposed. This includes land or assets for which the owner enjoys uncontested customary rights.

### Land

Agricultural and non-agricultural land and any structures thereon whether temporary or permanent and which is required for the project.

#### Land Acquisition

The taking of land, buildings or other assets from Displaced Persons for purposes of the Project against provision of compensation and rehabilitation assistance.

#### Rehabilitation Assistance

The provision of development assistance in addition to compensation such as land preparation, credit facilities, training, or job opportunities, needed to enable Displaced Persons to improve their living standards, income earning capacity and production levels, or at least maintain them at pre-Project levels.

#### Replacement Cost

The method of valuation of assets which assists in determining the amount sufficient to replace lost assets and cover transaction costs, as follows: (i) Replacement cost for agricultural land means the pre-project or pre-displacement, whichever is higher, market value of land of equal productive potential or use located in the vicinity of the affected land, plus the cost of (a) preparing the land to levels similar to those of the affected land; and (b) any registration and transfer taxes; (ii) Replacement cost for houses and other structures means the market cost of the materials to build a replacement structure with an area and quality similar to or better than those of the affected structure, or to repair a partially affected structure, or to repair a partially affected structure, plus the costs of: (a) transporting building materials to the construction site; (b) any labor and contractors; fees; and (c) any registration and transfer taxes; and (iii) Replacement cost for land in urban areas means the displacement market value of land of equal size and use, with similar or improved public infrastructure facilities and services and located in the vicinity of the affected land, plus the cost of any registration and transfer taxes.

#### Resettlement Assistance

The measures to ensure that Displaced Persons who need to be physically relocated are provided with assistance during relocation, such as moving allowances, and provided with residential housing or housing sites, or as required, agricultural sites.

### **SAMOAN TERMS**

***Matai*** - title holder and representative of the extended family

***Alii and Faipule*** - village council of chiefs and orators of a village

***Pule*** - authority over land established by the Land and Titles Court.

***Tautua*** - service provided by an individual to family, village or country.

## **1. Introduction**

1. The Enhancing Road Access Project (ERAP) subproject – Construction of the New Access Road and Bridge Crossing of Maliolio River - aims to strengthen community resilience against climate change by reducing vulnerability to hazardous floods that in the past caused both the loss of life and disruption of vital transportation links to and from western Savaii. The subproject triggers World Bank Safeguards Policy OP 4.12 Involuntary Resettlement and a Project Land Acquisition and Resettlement Framework (LARF) prepared for project appraisal provide detailed guidance on the approach and methods for preparing any required resettlement plans.

2. The LARF stipulates that where resettlement impacts are minor<sup>1</sup> or fewer than 200 people are displaced, an abbreviated resettlement plan may be agreed with the Borrower. Due diligence conducted including site assessments and consultations with village leaders and potentially affected peoples (AP's) confirm the limited extent of land acquisition and number of AP's, which is XXXm2 of customary land and thirteen landowners respectively.

3. This document constitutes an Abbreviated Resettlement Action Plan (ARAP) prepared to address the resettlement impacts on the Project Affected People (PAP). The ARAP sets the parameters for the conduct of land acquisition and resettlement provisions for the identified PAPs, in accordance with the requirements of the LARF.

### **1.1. Description of the Mali'oli'o Bridge and Road Extension Subproject**

#### **2.1 Proposed Mali'oli'o Bridge**

4. The bridge is proposed to be located just west of the T-intersection of the Main Road south of Samalae'ulu as shown in Figure 3. Due to the landform and hydrological characteristics of the river, the concrete bridge has a travelled portion (top surface) proposed to be 30 m in length, and will have a 22.0m length elevated road extension situated on concrete footings immediately adjacent to it, see Figure 3. The design is intended to provide level access to the bridge and elevated road extension from the top portion of the river channel on both sides.

5. The span between bridge abutments is proposed to be 22.0 m. The eastern abutment will be constructed partway down the slope of the riverbank, while the western abutment is situated on the elevated floodplain above the channel. The concrete footings for the elevated road portion will all be located in the floodplain.

6. No changes to the hydrology of the river are proposed, nor will there be any changes to the

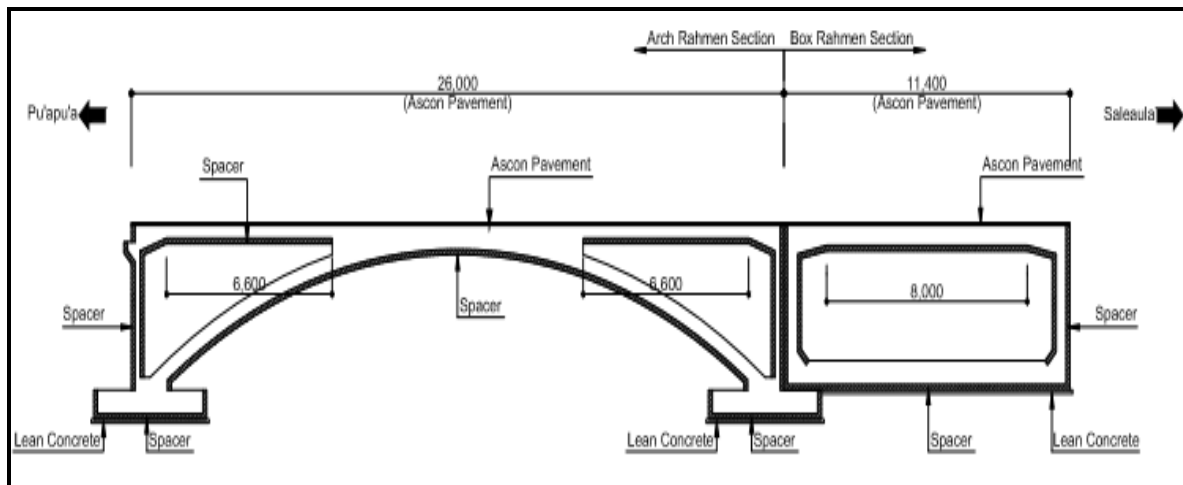
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<sup>1</sup> Impacts are considered 'minor' if the affected people are not physically displaced and less than 10% of their productive assets are lost.

river channel, floodplain or river banks. Instead, the bridge will be designed to fit the topographic and hydrological characteristics of the existing landscape.

The eastern and western bridge abutments lie within the statutory river/catchment reserve of 10m from the river bank that is state-owned according to the Lands, Surveys and Environment Act 1989. This means the entire bridge of 22m span lies within the state-owned land with no customary lands affected. This is significant from a resettlement planning point of view and was clearly explained and clarified during consultations with the village of Samalaeulu.

**Figure 1: Bridge Elevation and Profile**



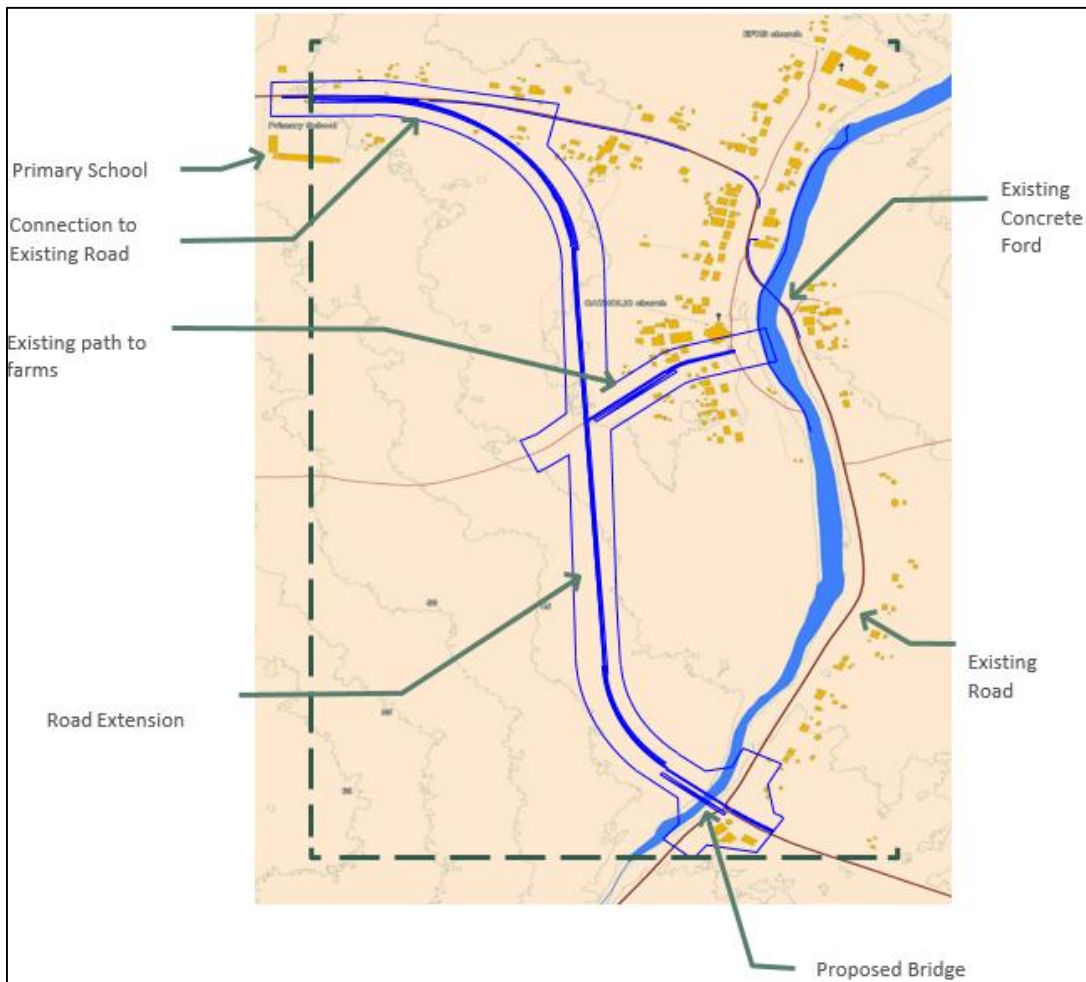
## 2.2 Maliolio Road Extension

The proposed road extension follows Option 2.3 proposed by the Consultants and approved by LTA and WB. Option 2.3 runs from the bridge through forested and fallow lands, roughly parallel to the Maliolio River, for approximately 1.5 km until it meets up again with the Main Road just east of the Primary School, where it will merge directly with the Main Road in a curved alignment so that vehicles will not have to stop or slow down. In this location, an existing village access road links the existing road and the new road, with the latter to terminate at the T-intersection.

Upon completion, the road extension will have a profile of 9.5 m in width and be two lanes, each one 3.25m in width as shown in Figure 5. A 2.0m wide shoulder treatment is proposed on both sides of the travelled lanes, and will consist of compacted subgrade with a 100mm layer of topsoil and seeded.

For construction, a 10m wide band will be cleared on both sides of the proposed road (as indicated in Figure 5), for a construction zone width of 20m. The two 10m wide bands are necessary for construction safety, vehicles, equipment, stockpiles and temporary storage, and will be restored to its pre-construction condition at the end of the construction period.

Figure 2: Maliolio Road Extension



### 3. Range and Scope of Land Acquisition and Resettlement

#### 3.1. Mali'oli'o Bridge

The bridge will occupy, on completion, 300m<sup>2</sup> (10m x 30m) of land/space including shoulders on the eastern and western abutments. It will mostly lie within the set-aside land of 10m from riverbanks that is legally designated water reserves under the Lands Surveys and Environment Act 1989.

During construction, contractors lay-down/staging areas will use nearby customary lands temporarily and will be restored to their pre-construction condition before contractors depart. Lay down areas are used for stockpiling, storage, parking of machines and vehicles, ablution facilities and office.

The proposed Mali'oli'o bridge site is unoccupied on the riverbanks where the abutments lie, devoid of crops or other economically valuable trees or any other physical asset of value, or source(s) of income and or livelihoods to the affected village of Samalaeulu. The area to be occupied and or use during the bridge and access construction phase will not result in the loss of community access to plantation lands, and or forests as a source of sustenance and income. There are no legally designated protected areas, or areas of customary importance in the vicinity of the project affected area. River flow is intermittent mostly occasionally during heavy downpours during the wet season. Typical river fauna such eels, fish and prawns are not reported nor are they depended on as a household source of protein or for income.

Consequently the extent of resettlement impact of the bridge is insignificant. At worst case, limited land will be temporarily occupied as laydown area for the contractor, which reinstatement to its pre-project condition is prescribed by the ESMP and will not be dealt with in this LARP.

### **3.2. The Mali'oli'o Road Extension**

The Maliolio Road Extension is 1.5km in length, with a typical cross section width of 9.5m, but a 20m wide band will be required for construction purposes. Consequently, approximately 44,250m<sup>2</sup> of customary land will be affected, 23,401m<sup>2</sup> of which will be permanently acquired.

The road extension will follow Option 2.3 – an alignment behind the existing village with the nearest house approximately 50m away. It will link to the existing road which runs through the village in a T-intersection not far from the village primary school building on the eastern end.

The new road extension is designed to minimize resettlement impacts, thus it runs mostly through unoccupied, secondary bush and scrubland. The Inventory of Losses (IOL) shows that some crops will be lost, and one traditional Samoan thatched roof houses (*faleoó*) will require relocation.

The total area proposed for acquisition to accommodate the bridge and road extension have been disclosed and discussed with the Council of Chiefs of the Samalaeulu Village and directly affected households over the course of three meetings held during 2016 and 2017. In between these meetings, LTA representatives accompanying contracted surveyors worked closely with the village pulenuu and family representatives to ensure the final alignment will avoid, or where avoidance is not possible, minimize, the loss of houses, other assets and crops.

The final approved alignment for the road comprises of thirteen different lots based on ownership. Twelve lots have ownerships confirmed, and one lot's ownership is under dispute. The largest lot is 4,000m<sup>2</sup> and the smallest 996m<sup>2</sup>. Affected land lots, corresponding MNRE cadastral survey identification numbers, areas in m<sup>2</sup> and the name of the landowners are given in Table 1 below.

The affected *faleoó* (a traditional pole-and-thatched open house) belongs to one household of 2 people, who have been consulted and have agreed to relocation with assistance from the Project. This will be



confirmed in due course. The full extent and scope of resettlement impacts are summarized in the Entitlement Matrix under Section 12.

### **3.3. Types of Project Affected Persons (PAP's)/Beneficiaries**

Two types of PAP's are identified

- (i) Those with legal rights to the land
  - a. Customary landowners - 13 customary landowners are recognized and confirmed as having formal legal rights to the affected land. They are traditional chiefs or *sa'o* of their respective extended families and hold the *pule* (authority) over the land on behalf of their extended families;
  - b. Legal occupiers – others who are not landowners but have legal (including customary and traditional) rights recognized under the laws of Samoa. In this Project, there are two legal occupiers, a couple whose dwelling (traditional thatched roof house) is to be relocated outside the road alignment.

The legal customary landowners are also the confirmed owners of crops identified in the Inventory of Losses (IOL). There are no illegal land occupiers or those who do not have legal rights to the land at the time of census.

The list of beneficiaries is provided in the Entitlement Matrix in Section 12.

### **3.4 Inventory of Losses and Methodology for Valuation**

The determination of compensation and other resettlement assistance to be provided is based on the principle of replacement cost at current market values as set out in the LARF. The specific losses incurred are of land, crops and a traditional thatched house (*faleoó*).

Land taken and or affected by the Project is surveyed by Government (MNRE) and independent (contract) surveyors assisted by representatives of the affected families and the village Pulenuu, to ensure boundaries between different family lots are correct and not disputed. Cadastral maps showing each of the 13 lots are in Appendix 7. For crops and other assets, an Inventory of Losses (IOL) was conducted by MNRE and LTA representatives, also assisted by family representatives and the village pulenuu, on June and July 2017. The inventory involved walking through the approved road alignment, and physically counting all the livelihood crops and other assets within the proposed affected area including the proposed construction corridor.

The inventory and survey results were disclosed to the affected families on 22 November 2017. The survey results confirmed the following:

- (i) None of the 13 landowners will lose more than 20% of their productive assets as a result of the Project with their remaining assets still viable for continued use. Consequently, consistent

with the LARF's valuation guidelines, cash compensation at replacement cost is the appropriate resettlement measure.

- (ii) Other than land, losses eligible for compensation are food crops, mainly breadfruits, bananas, taro and coconuts. Only eight affected lots have crops on them. The remaining five lots are not cultivated or farmed at the cut-off date which was the date of the IOL.
- (iii) One pole-and-thatched-roof house (*faleóo* or 'small fale' in Samoan) will be affected.
- (iv) The ownership of one affected land lot is disputed; the remaining 12 lots' ownership are confirmed.
- (v) There are no losses in terms of access to communally shared resources (e.g. fishing areas, drinking water springs etc.) or livelihood sources.
- (vi) There is no nearby legally designated protected areas.

### **Description of Asset Valuation Procedures**

Land valuation:

Land valuation for purposes of compensation is a mandated function of the MNRE (Land Management Division) but affected landowners are allowed to engage independent valuers for an alternative valuation if they wish, at MNRE's cost. Land values are not continuously monitored but valuation are carried out only when required, such as for purposes of compensation.

MNRE's Land / Asset Valuation report (Annex 2), used a comparable pricing approach with freehold land prices in the same area or region. Other considerations include the physical features of the land, potential for economic use, locality and proximity to various existing services and other features. For the Samalaeulu land taken under the Project, land value is \$40.00 per m<sup>2</sup>. A review of the previous valuation was conducted in June 2017, resulting in a revaluation of land for the Project area from \$30.00 per m<sup>2</sup> to \$40.00 per m<sup>2</sup>. The review and adjustment is indicative of Government's commitment to fair compensation and land valuation that reflects existing market conditions.

Crops valuation:

The values for crops are estimated by LTA based on market prices. Crops values adopted for this ARAP were based on valuation for recent donor funded projects including the WB funded WCR Stage 1. Like the land values, the crop values have been disclosed and agreed to with the Project Affected People (PAPs). Table 3 below show values assigned to various crops.

Other assets

The valuation for the '*faleo'o*' (traditional pole-and-thatched house) affected is based on replacement cost at current market prices and is indicated in the Entitlement Matrix (p.\_). However, the identified beneficiary has indicated interest in LTA building a replacement *faleo'o* in lieu of the cash compensation. Should that be confirmed, MNRE/LTA will ensure the replacement house is at least, of similar if not

higher value. Vehicle access to the replacement house from the new road will be provided as part of the resettlement assistance to be provided<sup>2</sup>.

**Table 1: Area (m<sup>2</sup>) taken for Bridge and Road Extension by Lot and Folio Number, and Landowner**

Lot Number	Plan Number	Areas affected (m <sup>2</sup> )	Customary Ownership
1	11919	1,127	Leleiga Vaifale
2	11919	2,695	Upuia Fulu Elise
3	11919	1,144	Tevaga Petelo
4	11919	1,721	Vaifale Ve'a
5	11919	1,963	Tevaga Vaiuka
6	11773	3,000	Sala Kilifi
7	11773	2,004	Tevaga Vaiuka
8	11774	2,000	Faafetai Vaifale
9	11774	4,000	To be confirmed
10	11775	1,902	Malae Sagele
11	11775	2,270	Tevaga Le'ea
12	11775	996	Ipu Piki
13	11775	1,581	Vaifale Kalolo

Source: Extracted from MNRE's Land / Asset Valuation Report, July 2017.

**Table 2: Inventory of Losses for Maliolio Bridge and Road Extension Project**

Lot No.	Beneficiary	Crops & Other Assets							
		Coconuts	Bananas	Bread-fruits	Pandanus	Tqro patches	Cocoa	Laupele	'Faleoó
1	Leleiga Vaifale	20	5	10	-	-	-	-	-
1	Tulolo & Pealaina								1
2	Upuia Fulu Elise	10	20	5	-	700	2	10	-
3	Tevaga Petelo	-	20	-	20	-	10	-	-
4	Vaifale Veá	-	-	-	-	-	-	-	-
5	Tevaga Vaiuka	-	-	-	-	-	-	-	-
6	Sala Kilifi	10	-	-	-	-	5	-	-
7	Tevaga Vaiuka	5	-	-	-	-	5	-	-
8	Faafetai Vaifale	-	-	-	-	-	-	-	-
9	tbc	-	-	-	-	-	20	-	-
10	Malae Sagele	-	-	-	-	-	10	-	-

<sup>2</sup> For practical consideration, the access road will be constructed during the construction phase by the LTA.

11	Tevaga Leéa	10	-	-	-	-	-	-	-
12	Ipu Piki	-	-	-	-	-	-	-	-
13	Vaifale Kalolo	-	-	-	-	-	-	-	-
	TOTALS	55	45	15	20	700	52	10	1

Source: extracted from MNRE's Land / Asset Valuation Report, June 2017

**Table 3: Valuation of Crops**

#	Crop Type	Unit	Value/Unit	Comments
1	Coconut	individual	\$100.00	Fruit-bearing
2	Coconut	individual	n.a.	Non-fruit bearing
3	Breadfruit	individual	\$20.00	Fruit-bearing
4	Breadfruit	individual	n.a.	Non-fruit bearing
5	Taro	Clutch	\$3.00	Clutches (pupu talo)
6	Cocoa	Individual	\$30.00	Fruit-bearing
7	Bananas	Clutch	\$13.00	Fruit-bearing
8	Pandanus	Clutch	\$20.00	
9	Laupele	individual	\$3.00	

## 4. Review of Relevant Samoa Laws and Regulations and WB Policies

### 4.1. Samoa Laws and Regulations

The following are relevant pieces of legislation that have informed the development of the ARAP:

- A. The Constitution of Samoa 1962
- B. Taking of Lands Act 1964
- C. Alienation of Customary Land Act 1965
- D. The Lands Surveys and Environment Act 1989
- E. The Land Registration Act 1992 / 2008
- F. The Customary Land Advisory Commission Act 2013

#### Constitution of Samoa 1962

The Constitution of Samoa 1962, as the Supreme law of the land states in Clause 14 that:

1. No property shall be taken possession of compulsorily and no right over interest in any property shall be acquired compulsorily except under the law which of itself, or when read with any other law
  - A. Requires the payment within a reasonable time of adequate compensation;
  - B. Gives the person right of access to the Supreme Court regarding the amount of compensation;

C. Gives the right of appeal to the Supreme Court.

Taking of Lands Act 1964

i.) General Provisions

2. The Taking of Land Act 1964 establishes the taking of Land for "public purposes". Part III, section 25 states that "every person having an estate or interest in any land taken under this Act for any purpose, or injuriously affected thereby or suffering any damage from the exercise of any of the powers given by this Act shall be entitled to full and just compensation... for the same from the Minister as soon as reasonably possible after any person becomes entitled to compensation under this Act, the Minister shall offer such sum "as he thinks fit."

31. If the owner does not accept the offer from Government, the Supreme Court shall ascertain the compensation payable and the decision may be appealed to the Court of Appeal. In ascertaining the amount of compensation the fact that the land is taken compulsorily is not a factor to be taken into account and sub section 37 of the Act states that: "the value of the land shall be taken to be that amount which the land, if sold on the open market by a willing seller on the specific date might realize."

32. Claims are barred five years after the date of the Act of Proclamation taking the lands. Claims for compensation may be "made by any person including the executor or administrator to an estate whether that person has or has not the power to sell and convey (the) same. Sub section 28.

"A claim for customary land or any estate therein.... may be made by the person who has pule over that land at the date of taking on behalf of all persons interested..."

ii) Notice to Owners.

33. Upon a determination of the land to be taken, reasonable notice is required to be given to the owner or occupier of the land or the matai who has the pule over customary land. Public notice is also given and 28 days is allowed for any objections. If no written objection is received, the Minister may then proceed to take the land by Proclamation.

iii) Valuation - as Basis for Compensation

34. The Government of Samoa does not undertake annual valuations of freehold land and registered proprietors of land will only request a Government or private valuation of their land if it is required for bank security purposes or to determine the stamp duty to be paid if the land is being conveyed or assessed for the administration of a deceased's estate.

35. Determination of compensation to be paid for freehold land is easily valued because it is regularly sold and conveyed, mortgaged as collateral for loans and its value is determined by the fluctuation of the open market of "willing buyer and seller." Currently, a quarter acre section can command a minimum of \$ 70,000.00 Samoa tala (USD30,000.00), depending on location and other factors. Freehold

land in Savaii is not as common as the Apia urban area and the price for a quarter acre in the project area will not be as high as prices in the Apia urban area.

36. Land is valued according to the availability of amenities such as water, electricity and road access, its proximity to amenities such as schools and hospitals and the comparable sales of land in the same area of similar size.

37. Current market value of customary land presents many difficulties from a valuer's point of view because customary land cannot be sold, although a mortgage of lease over customary land is now permitted by law. Such land has never been subject to any rates or land tax payments (nor has freehold land). However, the Taking of Lands Act 1964, states that compensation should be paid at the "market value." The value of customary land according to a Court decision over land taken by the Government in Salelologa, stated that valuation of customary land should follow the same principles as freehold land in the same vicinity.

38. The valuation of customary land has, in the past, been measured by initially considering the current market value of freehold land in the same area. An adjustment of the market value should be considered for factors including the location, the likelihood of multiple beneficial owners, the fact that the leasehold interest of customary land can now be mortgaged, its utilisation, which is bound by "Samoan custom and usage" under the Constitution. Since the matai of the family and the village council of chiefs and orators usually have authority over the land, this factor should also be taken into account.

#### The Land Ordinance 1959

Section 25 allows the Government to prepare land for settlement and s.36 provides for the exchange of land by Government for "the fee simple of any other land..." and may pay or receive any sum by way of equality of exchange. While the provision of Government land for settlement has seldom if ever, been exercised, for resettlement purposes, there are other examples of the Government transferring public lands to community groups, villages and individuals when there has been a lack of land available to the village for communal use. This is usually leased to the chiefs and orators of a village who in turn allocate the land to villagers.

#### The Alienation of Customary Land Act 1965<sup>3</sup>

In Section 4, the Minister<sup>4</sup> may lease or license customary land for an authorized purpose such as a public purpose, agricultural, forestry, forest produce, hotel, industrial, commercial or business purpose; as trustee for the beneficial owners,

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<sup>3</sup> "Samoan Customary Lands at the Crossroads – Some Options for Sustainable Development", Samoan Environment Forum, 2003, No. 4.

<sup>4</sup> The "Minister" means the Minister of Lands, Survey and Environment which is now known as the MNREM.

- “Beneficial owner” includes any Samoan who is entitled in equity to occupy the customary land or to share in the occupation thereof or to have the income there from or a share in the income paid to or held in trust for him, or who is entitled in equity to any such benefit contingently or in reversion; and does not include any Samoan who holds any such land or interest only by way of trust, mortgage or charge.

#### The Land and Titles Act 1981<sup>5</sup>

This Act establishes the Land and Titles Court with exclusive jurisdiction to deal with all matters pertaining to Samoan titles and Samoan customary land. Part of the Act deals with customary land. Section 8 defines customary land as: (a) Samoan freehold land (within the meaning of Section 13 of Samoa Land and Titles Protection Ordinance [SLTPO]) declared by the Court pursuant to Section 16 of the SLTPO to be held in accordance with the customs and usages of the Samoan people; (b) Samoan freehold land (within the meaning of Section 13 of SLTPO further to Section 17 thereof), there has been a recital or declaration made pursuant to a Government or other grant, will, conveyance, lease, assurance or other deed of document that such land to be held in accordance with the customs and usages of the Samoan people; and (c) Any land ordered by the Court to be customary land under Section 9 of this Act;

In Section 9, an Order of the Court made with the consent of all the parties declaring such land to be customary land;

Sections 11 to 13 provide for the registration of customary land. Section 11 requires the Registrar of the Court to transmit to the Land Registrar every judgment of the Court concerning the title or status of any customary land; and every Order or Declaration made under Sections 8 and 9. In Section 12, the Land Registrar is required to register every judgment, order or declaration received under Section 11; and to enter a memorial in the Land Register to that effect.

## **4.2. Applicable World Bank Safeguards Policies**

### **OP/BP 4.12 Involuntary Resettlement**

The relevant WB Safeguards Policy triggered is OP/BO 4.12 Involuntary Resettlement. The overall objectives of the Bank’s policy on involuntary resettlement are the following:

- a) Involuntary resettlement should be avoided where feasible, or minimized, exploring all viable alternative project designs.
- b) Where it is not feasible to avoid resettlement, resettlement activities should be conceived and executed as sustainable development programs, providing sufficient investment resources to enable the persons displaced by the project to share in project benefits. Displaced persons should be meaningfully consulted and should have opportunities to participate in planning and implementing resettlement programs.

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<sup>5</sup> “*Samoan Customary Lands at the Crossroads – Some Options for Sustainable Development*”; Samoan Environment Forum; 2003, No. 4.

- c) Displaced persons should be assisted in their efforts to improve their livelihoods and standards of living or at least to restore them, in real terms, to pre-displacement levels or to levels prevailing prior to the beginning of project implementation, whichever is higher.

Impacts covered:

OP/BP 4.12 covers direct economic and social impacts that both result from Bank assisted investment projects, and area caused by:

- (a) The involuntary taking of land resulting in the (i) relocation or loss of shelter; (ii) lost of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location or
- (b) The involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the displaced persons.

This policy applies to all components of the Project that result in involuntary resettlement, regarding of the source of financing. It also applies to other activities resulting in involuntary resettlement, that in the judgement of the Bank, are (a) directly and significantly related to the Bank-assisted project, (b) necessary to achieve its objectives as set forth in the project documents; and (c) carried out, or planned to be carried out, contemporaneously with the project.

## 5. Description of compensation and other resettlement assistance to be provided;

### 5.1. Asset Valuation Procedures for different Categories of Affected Assets:

The following table presents the relevant categories of affected assets and the applicable valuation procedure:

**Table 4: Categories of Affected Assets, Compensation Measures and Compensation Rates**

Land Use	Type of Loss	Nature of Impact	Compensation Measure	Rate of compensation
Agriculture or productive land on customary land	Involuntary acquisition	Permanent	Compensation based on current market value using comparative pricing with freehold land prices	\$40.00/m <sup>2</sup>
	Loss of assets (faleo'o), and food crops	Permanent / Temporary	Compensation based on MAF / LTA schedule of Payment for Crops damage for the current year, reflecting market prices.	Refer to Schedule of rates for Crops in Table 3.



			<p><i>Faleoó</i> to be compensated at replacement cost based on current market values.</p> <p>Moving assistance where applicable</p> <p>Vehicle driveway to <i>faleo'o</i> from the new road</p>	<p>\$5,000.00</p> <p>Not applicable</p> <p>Construction of a vehicle driveway to the new <i>faleoo</i> from new road. To be undertaken by the works contractor.</p>
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**5.2 Other assistance measures:**

Two other assistance measures will be provided:

- (i) employment opportunities for PAPs in the Project, as available, and
- (ii) restoration of all cleared areas within the construction corridor to pre-project conditions or better, before Contractors leave the area.

**5.3 Eligibility Criteria for Compensation and other Resettlement Assistance**

Compensation and other resettlement assistance to be provided will be guided by the following criteria, as set out in the LARF:

- a. PAPs losing more than 20% or all of their productive assets (agricultural land, house or business) or in cases when the remaining assets are not economically viable are entitled to:
  - Full compensation at replacement cost of the entire asset or at direct land/ asset replacement; and
  - Rehabilitation assistance that allows them to enhance or at least maintain their standard of living.
- b. PAPs losing less than 20% of their productive assets and where the remaining assets remain viable for continued use are entitled to:
  - Cash compensation at replacement cost for the affected asset.

56. Specific arrangements for compensation are as follows:

- a. Agricultural land will be replaced by:
  - Land of equal market value or business potential which is acceptable to the PAP or
  - Full compensation at replacement cost where land is not available.
- b. Commercial, residential or other real property will be replaced by:

- Land of equal market value or business potential (as the case may be) which is acceptable to the PAP; or
  - Full compensation at current market value, where suitable replacement land is not available or at the informed request of the PAP.
  - Replacement of damaged or lost crops will be based on full market value for one year and will be paid in cash.
  - Temporary acquisition of land will be compensated for at full replacement cost for their net loss of income and/or damaged assets, including a reasonable amount for the opportunity cost/s.
  - Appropriate transfer and subsistence allowances will be given during the transition phase as part of the rehabilitation assistance package to allow PAPs to enhance or at least maintain their standards of living.
- c. Crops Replacement of damaged or lost crops will be based on full market value for one year and will be paid in cash.
- d. Loss of Income/Business - Cash compensation for the loss of income and opportunity during the transition period; Costs in money value in case of delays of one year or more in releasing payment
- e. Other Cases - Community infrastructure such as school's churches, health centers, water sources, roads or electrical and water supply connections are damaged, the Project will ensure that these are restored or repaired as the case may be, at no cost to the community

## **6. Organizational Arrangements for ARAP Implementation**

Overall responsibility for the implementation of this ARAP will reside jointly with the Ministry of Natural Resources and Environment (MNRE) and the Land Transport Authority (LTA).

Consultations, land ownership negotiation, surveying of boundaries, beneficiaries identification and confirmation, land valuation - are tasks which will be led by MNRE with the support of LTA. LTA is responsible for assets/crops valuation, the inventory of losses (IOL), the preparation of the Entitlement matrix, and will ensure the LARP implementation – including the requirements for prior informed consultation and disclosure – is carried out consistent with the WB safeguards requirements.

LTA also ensures that funds for compensation are allocated by MOF for this purpose, and that they are disbursed in a timely manner, and to the right beneficiaries. This involves (i) finalizing the list of confirmed beneficiaries with MNRE (ii) finalizing the entitlement matrix (as per this LARP), (iii) preparation of payment vouchers (TY1) to the name of each confirmed beneficiary (iv) submission and following up of TY1's with MOF and (v) liaising with MOF to ensure beneficiaries duly signed and witnessed payment forms confirming receipt of compensation cheques. Similarly LTA will ensure that other (non-financial) resettlement measures are delivered within schedule.

LTA will work closely with MNRE who will establish a holding/escrow account for compensation for Lot 9 which beneficiaries remain to be confirmed and in the process of being sorted out. These funds are to be held in trust under the name of the Minister of Lands as the trustee for customary landowners as stipulated by the Taking of Lands Act 1964 and will be released to the rightful/confirmed beneficiary(ies) following due process.

ARAP implementation, managing the Grievance Redress Mechanism and compiling the final compliance report to the WB will also be the responsibility of LTA.

## **7. Consultation and Disclosure Requirements and Arrangements**

### **7.1. Consultation Plan and Principles**

Consultation with Project Affected People (PAPs) is a mandated requirement for WB Safeguards Policy OP/BP 4.12 Involuntary Resettlement. It is also a requirement under Samoa's Code of Environmental Practice 2006: COEP 3 – Consultation. Under the ESMF and LARF for this Project, a Community Consultation Plan is presented to guide LARF consultation. This guided consultations since the start of ARAP preparation. The LARF guidelines reflect the following principles:

- i. At the earliest opportunity, a community should be advised of potential projects and how the community can receive information about, and become involved with, such project.
- ii. The intentions/objectives of the consultation should be clearly and openly stated.
- iii. Stakeholders and affected communities should have timely and meaningful inputs to, and participation in, any phases or aspects of projects that directly affect them and all inputs should be treated equitably and with respect.
- iv. Consultations should be a two-way process, there should be an exchange of information where both the proponent and the affected communities should put forward their points of view and to consider other perspectives.
- v. Consultation is best undertaken at early stages in and throughout the decision-making process or at least on going communication after a decision is made.
- vi. All parties do not have to agree to a proposal, however as a result of undertaking consultation at least points of difference will become clearer or more specific.

### **7.2. Essential preparatory steps for community consultations on land acquisition and/or resettlement:**

**Step 1:** Approach the Village Mayor (the Sui o le Nuu) who is the government-appointed liaison between villages and Government as the first entry point. The following information should be made clear to the Sui ole Nuu:

- Propose a date and time and wait for the Pulenuu to confirm if the proposed schedule suits the village.
- If confirmed, request that the village women should be well represented, and youth in the meeting. If proposed is unsuitable to the village, agree on an alternative date.

- Agree on the cultural protocol for the meeting i.e. is there a welcoming áva' ceremony?

Step 2: Upon confirmation from the Sui o le Nu'u of the date and time,

- Liaise with closely MNRE/LTA/Consultant to ensure the required information is prepared;
- Agree on budget for the cultural protocol and liaise with MOF to ensure funds are available.
- Agree amongst the team who will be the órator' to speak on behalf of the government's delegation.
- Confirm the agenda for the meeting with the Village mayor (Sui o le Nu'u).

**Step 3:** While en route to the village for the meeting, expect the unexpected. For instance, even if the village had agreed that no cultural protocol of áva will be made, plan for one and make sure there are funds for the cultural protocol.

Step 4: During the meeting,

- make sure all participants signed a participation list;
- take photos
- document thoroughly all issues discussed and decisions or positions agreed to for each issue.

### **7.3 Requirements for Disclosure**

Information disclosure is mandated by OP/BP 4.12 and the Bank's Disclosure Policy. The ARAP which includes the list of beneficiaries and their entitlements will be disclosed in Samoan and English in a place or places easily accessible to the project affected community before the payment of compensation. Consultations for ARAP preparation represent an opportunity to disclose the list of beneficiaries to the village of Samalaeulu. Likewise, beneficiaries should be informed of information pertaining to the valuation of their land, crops and other assets and how these values were calculated.

The ARAP will also be disclosed by the World Bank on its website.

The responsibility for ARAP disclosure lies with LTA, but MNRE plays a crucial role in the disclosure of information related to land taken for the Project in accordance with the requirements of the Taking of Lands Act 1964. LTA will also disclose on its website, the approved LARP, a summary of the LARP in the Samoan language, and the final LARP compliance report to the WB once WB's NOL is received.

### **7.4 Consultations Conducted to Date**

Three formal and three less formal consultative meetings with representatives of Samalaeulu had taken place since the start of the planning phase. The formal meetings sought to engage the community leaders

or matais, representatives of women and untitled men and youth. Two stakeholder meetings at Samalae'ulu were held as part of the EIA process but also involved discussion of the project design, and its potential impacts on land, crops, livelihoods and other assets. All formal meetings engaged the participants in discussing the key design issues of the project, i.e. the appropriate and preferred location of the new road extension and the bridge, and the requirements for land and land acquisition, how land is to be taken and its impacts.

Three consultative meetings were held at the Village Fono house in Samalae'ulu and was open to all village people and followed the Samoan traditional protocol of a welcoming *ava* ceremony. The second and third meetings were followed by site visits to see the proposed options for the road alignment, and the bridge location. The third stakeholder consultation meeting was held in November 2017 to present the final road extension alignment and to finalize compensation issues. Other less formal meetings were held in various locations in Apia<sup>6</sup> with village chiefs that represent the core leadership of the village. Summaries of these three village meetings are given below, with details of all six consultative meetings in Appendix 1.

#### **7.2.1. Stakeholder Consultation 1 – 22 September, 2016**

This first meeting presented the three road alignment alternatives west of the river, and solicited community feedback on issues, concerns, likes and a preferred alternative.

Two meetings were held, the first with the Village Matai, and the second with the Women's Committee.

##### **(i) Meeting of Village Matais -**

The meeting followed cultural protocol of an *ava* ceremony to welcome the Government-led delegation. Following the *ava* ceremony, LTA made presentations of the proposed project, its purpose, and the alignment options using maps and design drawings. Following the presentation, was an open questions-and-answers session.

Prior to the first meeting, villagers were already aware of the project, since the Prime Minister visited them six months previously to inform them of LTA's intent to build a bridge and to solicit feedback, and they had attended several meetings with LTA to discuss implications.

The proposed Project received unanimous support by all the matai, recognizing the challenges faced by the village as a result of the periodic flooding and its impact on the village and the public, and the loss of assets and human lives as experienced with the Heta cyclone induced flooding.

The primary issue raised regarding the road location was that the matai wanted to have the new road close to the village so that villagers can easily access public transport. The consulting team advised that they would contact LTA to see if bus services could continue to operate on the old road if the new road takes a different alignment.

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<sup>6</sup> One at the Office of the Minister of Tourism, one of two High Chiefs of Samalaeulu and the current Member of Parliament for the village and district, the second in the Office of the Design Consultant local partner KEW Consult, and the third at the office of the Social Specialist, lawyer Maiava Visekota Peteru.

There was understanding that other proposed road alignment options would involve the taking of land. No issues were raised regarding land acquisition as the matai are very much aware of the process. They were clear indications however, that they would be agreeable to any needed land acquisition provided appropriate and fair compensation is paid.

The result of the meeting was that the Villagers wanted to discuss the three alternatives (Options 2.1, 2.2 and 2.3) among themselves, then meet again to give their preference.

**(ii) Meeting of Women's Committee**

Following a presentation of the three alternatives (west of the river), the Women's Committee discussed the extent of flooding based on recent and historical experiences, mapping out the extent of flooding within the village on the maps provided. They did not raise any specific concerns with the design of the bridge and road extension, but strongly endorsed the Project as providing a lasting solution to the flooding problem.

**7.2.2. Stakeholder Consultation 2 – 1 December 2016**

The purpose of this meeting was to discuss the various options for road alignment and bridge location and in particular LTA's preferred Option 2.3 and related issues. The meeting was attended by several LTA and the Design Consultant's (Soosung) engineers and social specialists, and fourteen village matais. The meeting was followed by a site visit along the proposed bridge location and road alignment.

The meeting heard the villages' concern over any discontinuation of the bus service from the existing Main Road. Following LTA's assurances that the bus service will continue along the old (existing) road, the village matais decided to support LTA's recommended Option 2.3.

The ensuing site walk visited the proposed bridge location and continued through the forested area until the location where the proposed road would meet up with the existing road. Participants noted that the land was very flat and wanted to know the width of the road right-of-way (10.5 m for the paved road, 22.0m right-of-way) and the extent of area that would be cleared for construction (approximately 30 m). Villagers noted that the proposed road was close to existing properties, which was looked upon as favourable. Several low rock walls which act as boundary markers were crossed, with Villagers identifying the families affected.

Following the walk, the head matai indicated to the delegation that Option 2.3 satisfies their priority requirement, i.e. it was not far (within walking distance) from the existing village and, given that LTA had given an assurance that the public bus service on the existing road will continue. He advised however that the village Council will discuss it further before giving a formal approval.

**7.2.3. Stakeholder Consultation 3 – 22 November 2017**

This meeting was organized to finalize compensation packages for affected land owners and other beneficiaries. It follows other informal consultations that led to the confirmation of the road alignment, the completion of the cadastral survey, the confirmation of affected landowners and the inventory of losses (IOL) by LTA and the MNRE. The meeting was attended by the high chief of the

Village (Afioga Tuala Peseta Vaifou) and over twenty village chiefs, and representatives of the Consultant (Soosung), MNRE and LTA.

Following the cultural welcoming protocol of the *ava*, the Consultant and MNRE presented an update of the bridge and road extension design following on from agreements arrived at in previous consultations. After some clarifications of the road alignment (for some chiefs including the High Chief who weren't present in previous consultations), including questions about some re-surveying work to avoid one family's house, the alignment in Option 2.3 was reaffirmed.

The final agenda of this meeting was for each confirmed beneficiary to meet individually (away from earshot of the rest of the meeting) with the MNRE/LTA led delegation to explain the valuation of land and crops, the total area to be taken, and the total financial compensation each beneficiary was to receive. Confirmed beneficiaries were encouraged to ask for clarification of any information they are unclear with, and to consider thoroughly if the compensation offered is fair.

The main outcomes of this meeting were

- (i) Option 2.3 was reaffirmed;
- (ii) The affected landowners/beneficiaries were confirmed and nine (9) of them signed agreement forms signaling their acceptance of the compensation package offered.
- (iii) Lot 9 (4,000m<sup>2</sup>) was left unresolved, with the village to sort this matter out within the Village Council at a later day.
- (iv) Three other lots were not signed due to absent matai, and other issues, with MNRE to work with the relevant affected parties in the meanwhile to address these.
- (v) The Village Council agreed that the project construction phase should not be delayed due to identified issues related to compensation and ownership.

## 8. ARAP Implementation Schedule

**Table 5: ARAP Implementation Schedule**

#	Activity	Responsible Agencies	Proposed Timelines
	<b>Pre LARP Implementation</b>		
1	Finalize Project design and road alignment	LTA/Design Consultant	July 2017
	Review compensation rates for land and crops of project area.	MNRE and LTA	Jan – July 2017
	Conduct detailed measurement survey and Inventory of losses (IOL), census of PAPs, and of rightful landowners and other beneficiaries.	MNRE and LTA, and LARP Consultant	No later than November 2017
	Establish Grievance Redress Mechanism to address any grievance as they arise	MNRE and LTA	No later than October, 2017
	Conduct consultations with PAPs	LTA/MNRE/LARP Consultant	As early as possible into project design stage, and continuing intermittently.
	Disclose compensation rates and compensation packages to confirmed beneficiaries. Obtain their signed agreement.	MNRE/LTA/LARP Consultant	22 November 2017
	Finalize LARP, seek endorsement of IA and WB approval.	LARP Consultant	December, 2017

	Engage Safeguards Specialist	LTA	October 2017 – October 2018
<b>During LARP Implementation</b>			
	Secure release of funds for payment of compensation	LTA and Ministry of Finance (MOF)	December – January 2018
	Commence internal monitoring of LARP implementation	LTA/Safeguards Consultant	January 2018
	Pay cash compensation	MNRE/LTA	Jan/Feb, 2018
	Set up escrow account and transfer compensation in dispute to it.	LTA/MNRE	January, 2018
	Submit LARP Compliance document to WB	LTA	End February-early March, 2018
	Review and confirm validation of LARP Compliance documents.	WB	Early March, 2018
	Confirm WB NOL for the award of civil works.	WB	Early March – April 2018
<b>Construction Stage</b>			
	Award of civil works	LTA	April 2018
	Hiring of PAPs for jobs (where possible) and mobilization of labour force	Civil Works Contractor	Before construction stage, and on-going to end of project
	Compensation of any land temporarily used.	Civil Works Contractor	On-going
	Core project construction	Civil Works Contractor	From May/June 2018 – July 2019
	Deliver any outstanding resettlement assistance.	LTA/Civil Work Contractor	Intermittent throughout construction stage
	Restore/reinstate and return all temporarily affected lands.	Civil Works Contractor	Throughout construction stage
	Validate restoration works	LTA	On-going during construction stage
<b>Post Construction</b>			
	Project Completion Report	LTA	Post construction

## 9. Costs and Budget

All costs associated with ARAP implementation including compensation is the responsibility of the Government of Samoa through LTA and MNRE. The following indicative budget is estimated to fully finance the ARAP implementation.

The following are some guiding principles to the determination of costs for ARAP implementation -

- i. Compensation will be paid to persons who have suffered temporary or permanent involuntary loss as a result of project activities.
- ii. The LTA and MNRE bear responsibility for meeting all costs associated with the implementation of this LARPF and associated ARAPs. Any ARAPs prepared in accordance with this LARF require a budget with estimated costs for all aspects of their implementation.



- iii. All affected persons are entitled to compensation or other appropriate assistance and mitigation measures, regardless of whether these persons have been identified at the time of resettlement planning, and regardless of whether sufficient mitigation funds have been allocated. For this reason, and to meet any other unanticipated costs that may arise, the ARAP budget shall include contingency funds, i.e. at least 10 percent of estimated total costs.
- iv. Compensation must be paid promptly one month prior to the commencement of works, in full to the affected person/s.
- v. No deductions from compensation will occur for any reason. The ARAP should describe the fiscal procedures by which compensation funds will flow from the LTA to the displaced persons.

**Table 6: Indicative Budget for ARAP Implementation**

#	Item	SAT	US\$
1	Compensation provisions	948,020	369,634
2	Public awareness and disclosure	4,000	1,560
3	Mediation related costs	4,800	1,872
4	Other resettlement measures	10,000	3,899
5	ARAP implementation monitoring & reporting (incl travel and accommodation)	3,700	1,443
6	Contingencies (10%)	97,052	37,841
7	TOTAL	1,067,572	416,246

SAT = US\$ 0.3899

## 10. Monitoring and Reporting Arrangements

While the ideal arrangement is for an independent third party to monitor LARP implementation, -given the small number of beneficiaries and compensation amounts involved, LTA through the WB funded LTA embedded Safeguards Consultant will be charged with monitoring LARP implementation including the delivery of financial and non-financial compensation and other resettlement assistance.

Monitoring and supervision will include:

- i. Verification that the baseline information of all PAPs has been done and that the valuation of assets lost or damaged, the provision of compensation and other entitlements, and relocation has been carried out in accordance with the provisions of the approved LARF and respective inventory and land acquisition plans;
- ii. Verification and follow-up action to ensure that funds for implementing the inventory and land acquisition plans are provided in a timely manner and that such funds are used in accordance with the provisions of the inventory and resettlement plan; and,
- iii. Assurance that all grievances have been recorded and resolved in a timely manner.
- iv. The entitlement matrix is accurate reflecting all confirmed beneficiaries and the compensation amount correctly calculated.

- v. Ensuring that the financial compensation packages are received by the rightful beneficiaries.
- vi. Ensuring that all other resettlement assistances/measures have been delivered on time and at the required level.

In order to ensure that these steps have been taken, and that all relevant procedures have been followed in consultation and follow-up with PAPs, the LTA shall visit all PAPs households directly affected by the project during construction work and report to the Executing agency any grievances or deviations from the agreed process or activities.

LTA through the Safeguards Consultant will ensure an ARAP compliance report is prepared and submitted to the WB with appropriate supporting documentation to confirm all compensation and other resettlement measures have been delivered, an escrow account is established and disputed funds are deposited prior to the awarding of works contract, and/or resettlement measures to be delivered during construction are confirmed with LTA and or contractor.

## **11. Grievance Redress Mechanism**

Addressing project related grievances should be affordable and accessible for third party settlement of disputes arising from resettlement. Such grievances will take into account the availability of judicial recourse and community and traditional dispute settlement mechanism.

For the Maliolio Bridge and Road Extension project, where consensus is not reached or there are genuine grievances or complaints raised, the Grievance Redress Procedure described in this section and in the Figure 1 below, will be activated.

Promotion of public awareness about the avenues and process for lodging complaints or grievances should be made known to PAPs and all parties contacted during the process of consultation and negotiation. Open dialogue should be encouraged and sought to ensure transparency throughout the implementation of the Program. The Officer for grievance and redress appointed by LTA is the LTA Project Component Manager Ms. Titi Tutuvanu direct phone line: 32176.

Complaints related to land acquisition will be resolved in coordination with Ms. Filisita Ikenasio-Heather, Assistant Chief Executive Officer, Land Management Division of MNRE (telephone number: +685 23800, ext .206); email: [Filisita.Heather@mnre.gov.ws](mailto:Filisita.Heather@mnre.gov.ws). In many cases, MNRE through the ACEO Land Management Division will make an attempt to resolve the complaint. Failing this, the following procedure will be followed, as depicted diagrammatically in Figure 1.

Grievance redress will be mediated at three different levels, MNRE, mediation by a specialist mediator, and failing that, the Minister of Lands. If all these are unsuccessful, then the issue will be referred to the Court for litigation.

### **11.1 Mediation**

Mediation will involve the PMU, the PAPs or their representative and a mediator to be agreed upon by both parties. The Accredited Mediators of Samoa Association (AMSA) has a list of mediators available to independently mediate any complaints or grievance and is available from the Secretary of the Association, Ms. Sifuiva Maureen Tuimalealiifano. The mediation process ensures that parties are provided an opportunity to negotiate and reach a mutual agreement to settle a compensation claim, grievance or complaint confidentially before resorting to legal process. If mediation does not arrive at a settlement, the parties may proceed to litigation or to another level of grievance resolution, with the Minister of Lands.

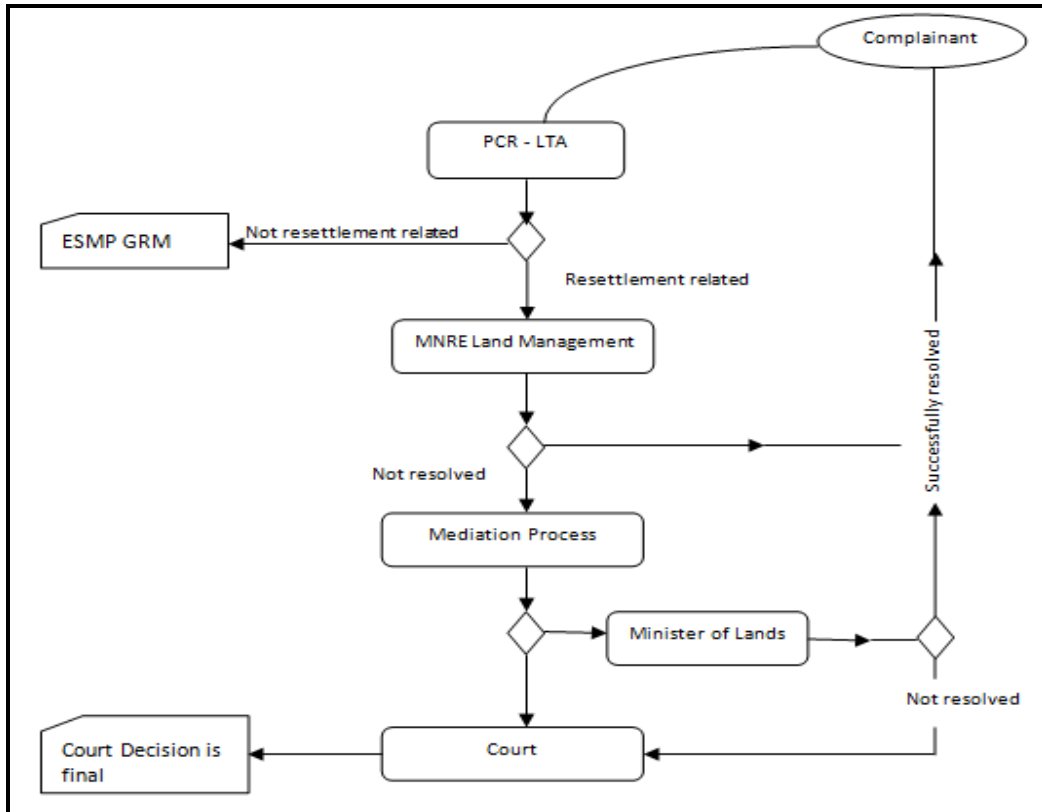
### **11.2. Representation to Minister of Lands or Government**

Failing mediation, the PAP's may be directed to approach the Government directly through making representations to their Member of Parliament or directly to the Minister of Lands. Where mediation has failed, it is important for the PAPs or landowners to know that their grievance is heard personally and at the highest level of Government. The Minister of Lands will also seek to ensure that all avenues have been exhausted in an effort to resolve any grievances.

### **11.3. Legal Recourse**

If mediation does not result in a settlement of any claim for compensation, the Taking of Land Act 1964, provides that any person who does not agree with the amount of compensation offered by the Minister of Lands, may file a claim in the Supreme Court for the determination of compensation to be paid by Government. A decision of the Supreme Court may be appealed to the Court of Appeal.

*Figure 3: Grievance Redress Mechanism for LARP*



**Table 7: Timeframe for GRM Implementation**

Timeframe	Stage
1 day	<ul style="list-style-type: none"> <li>Grievance reported and referred to appropriate person (Site Manager, LTA PMD, MNRE)</li> </ul>
2 days	<ul style="list-style-type: none"> <li>Determine severity of grievance</li> <li>Acknowledge receipt of grievance to Complainant</li> <li>Resolve immediately if possible</li> <li>Grievance report sent to LTA PMD and logged in database</li> </ul>
14 days	<ul style="list-style-type: none"> <li>Meeting with relevant parties, matai, etc</li> <li>Confirm resolution with Complainant and seek their approval.</li> </ul>
30 days	<ul style="list-style-type: none"> <li>Grievance closed out</li> <li>Database updated</li> </ul>

## 12. Summary of Entitlement Matrix

The following entitlement matrix lists all affected lots, areas, confirmed beneficiaries, financial entitlements for land taken, assets and crops. The calculation of entitlements is based on IOL conducted by LTA and MNRE in the company of village representatives and the Consultant Surveyor. The IOL was conducted together with the road alignment survey thus the survey date also served as the cut-off rate for the inventory of crops and assets.

**Table 8: Entitlement Matrix**

Cadastral Survey Lot	Area (m <sup>2</sup> )	Beneficiary	Rate (SAT/m <sup>2</sup> )	Sub-Total 1 (Land SAT)	Sub-Total 2 Trees & Crops (SAT)	Sub-Total 3 – other assets (houses)	TOTAL (SAT)	TOTAL (US\$)
Lot 1	1,126	Leleiga Vaifale	40	45,040	500		45,540	17,756
Lot 1		Tulolo & Peaolaina	5,000	-	-	5,000	5,000	1,950
Lot 2	2,695	Felise Fulu Elise	40	107,080	600	-	107,680	41,984
Lot 3	1,144	Tevaga Petelo	40	45,760	500	-	46,260	18,037
Lot 4	793	Vaifale Veá	40	31,720	200	-	31,920	12,446
Lot 5	927	Tevaga Vaiuta	40	37,080	200	-	37,280	14,535
Lot 6	1,963	Vaifale Vui	40	78,520	600	-	79,120	30,849
Lot 7	2,004	Tevaga Vaiuta	40	80,160	600	-	80,760	31,488
Lot 8	2,000	Faafetai Temisi Vaifale	40	80,000	600	-	80,600	31,426
Lot 9	4,000	tbc	40	160,000		-	161,000	62,774
Lot 9	-	Tevaga Leéa Filipino Felise	-		1,000	-	1,000	390
Lot 10	1,902	Malae Sagele	40	76,080	500	-	76,580	29,859
Lot 11	2,270	Tevaga Le'ea Filipino Felise	40	90,800	500	-	91,300	35,598
Lot 12	996	Ipu Piki	40	39,840	400	-	40,240	15,690
Lot 13	1,581	Vaifale Kalolo	40	63,240	500	-	63,740	24,852
<b>TOTALS</b>				<b>935,320</b>	<b>6,700</b>	<b>5,000</b>	<b>947,020</b>	<b>369,243</b>

SAT=US\$0.3899

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**ANNEXES:****ANNEX 1: CONSULTATIONS WITH AFFECTED PEOPLES.****CONSULTATIONS WITH VILLAGE COUNCIL AND VILLAGE REPRESENTATIVES**

<b>Date</b>	<b>Venue of Meeting</b>	<b>Participants</b>
<b>1 – September 23<sup>rd</sup> 2016</b>	<b>Samalaeulu Community Hall</b>	13 village Matai, Women reps
<b>2 – Thursday, October 2016</b>	<b>Office of Minister MP for Village</b>	KEW Consult, Soosung Reps, 3 village reps and Member of Parliament for District
<b>3 - Thursday 17 November 2016</b>	<b>Apia office of Consultant</b>	3 matai from Samalaeulu village
<b>4- Thursday, December 01, 2016</b>	<b>Samalaeulu Community Hall</b>	14 matai, 5 KEW Consult reps, Surveyor followed by site visit
<b>5 – Saturday, 18<sup>th</sup> February 2017</b>	<b>Samalaeulu village homes</b>	13 matai landowners as Trustees for their families.
6. Wednesday, 22 <sup>nd</sup> November, 2017	<b>Samalaeulu Community Hall</b>	26 village matai, women reps, 15 untitled men, High Chief Tuala Peseta Vaifou, representatives of MNRE (3); representatives of LTA (3); representatives of Kew Consult (2).

**5. Meeting 1 – September 23<sup>rd</sup> 2016 at Samalaeulu Community Hall**

Meeting with 13 senior matai of Samalaeulu village. Including the village Sui o le Nu'u or Village Representative. Four members of the KEW Consult team attended including the Social Specialist, the Environmental Specialist a KEW Consult Engineer and 1 staff.

The consulting team provided the village with a large map of the project clearly marking out the three possible options for the road. The village matai requested that they be given some time to consider the 3 options but they clearly emphasized that they favoured Option 2. According to their view of the map Option 3 was too far inland.

On the same day, a meeting was held with two representatives of the Women's Committee immediately after the first meeting with the matai. They expressed their concerns about flooding in the village and indicated the path of flooding when it occurs. They supported the decision of the village council relating to Option 2.

**6. Meeting 2** – Thursday, October 6 Meeting of KEW Consult Team, Latu S. Kupa and Hon. Minister of Police, Sala Pinati and 3 matai of Samalaeulu at the office of the Honourable Minister.

The Hon. Minister and village representatives were provided with a map containing the 3 options for the building of the Maliolio Bridge and road. During the discussions the village representatives made known that the village supported Option 2.2.

The Hon. Minister encouraged the representatives to consider Option 2.3 for the following reasons:

- The village will expand in the future
- The new road will provide opportunity for establishing small businesses
- Our village must seize the opportunity for new development.
- The Minister advised the village representatives that they would travel themselves to Sale'apaga Aleipata to view the relocated village, which was affected by tsunami in 2009. According to the Minister, such a visit would provide the matai representatives with a physical comparison of the type of change that could occur in Samalae'ulu if Option 2.3 road is installed.

As a result of this meeting the Hon. Minister and the matai representatives advised that they would report back to the village council and advise the KEW Consult team of the outcome of their deliberations.

**7. Meeting 3 - Thursday 17 November 2016** - Four village matai attended the office of the Social Specialist to advise that the village Council had further discussed the Options for the road and the Council had resolved that Option 2.2 is still favoured as it was more accessible to the village and closer to the existing village. They advised that a further meeting is to be held with the KEW consult team at an arranged time within 2 weeks.

**8. Meeting 4 – Thursday ,December 01, 2016 at Samalaeulu Community Hall**

Meeting of 14 matais/landowners and 5 of the KEW Consult team. The village matai advised that they still favoured Option 2.2 because they believed that it was closer to the village and readily accessible.

It was agreed that 5 matai would accompany the KEW Consult team and the surveyor Mr. Galuvao on a site visit, so that they could view for themselves, the path for Option 2.2 and Option 2.3 roads.

After conducting the site visit on 1<sup>st</sup> December 2016, the 5 village representatives were able to assess for themselves that the recommended Option 2.3, is approximately 15-20 minutes walk from the main village and is in fact accessible to young and old.

After the village representatives had traversed the proposed route, that they were supportive of Option 2.3 as the safest option for the road to be built.

Indications from the village representatives after the site visit were that the project should proceed with Option 2.3 and they would report to the village council that Option 2.3 was both accessible and safer option for the proposed road to be built. The atmosphere during the village meeting and site visit was

positive and consensus was for the project to proceed. The support for the project was also evident by the fact that the village has not interfered with the survey of the land and project area.

9. All meetings were congenial and there is a high level of support from the village for the project as it has been many years in the making and the village matai envisage that they will be safeguarded in the case of future floods. The other factor that appealed to the village representatives is that the village will have the benefit of two roads through the village, the existing one and the new inland road. The minutes of the meetings are annexed to this report.

**10. Meeting 5 at Samalaeulu Village 18<sup>th</sup> February 2017 - Individual Consultations with Land Owners**

- The Consultant visited individual land owners in their homes to discuss the acquisition of areas of their land for the project. The consultations were in the Samoan language and the Consultant was accompanied by the village mayor.

The format of the individual meetings with Landowner matai was as follows:

- A. Introduction of Consultant and confirmation of Landowner
- B. Advise the completion of the survey of land for the project.
- C. Show the landowner the survey map and indicate the area of their land affected in square meters.
- D. Advise that there are two options available to landowners –
  - a. to donate their land for the project or
  - b. For the land to be acquired and for compensation to be paid.
- E. Advise that Compensation has not been determined at this stage and MNRE/LTA representatives will visit the village at a later date to clarify firm valuation and compensation amounts.
- F. The purpose of the Consultant's visit at this stage is to obtain consent from them as landowner for either option a) or b) above.

11. All matais or landowners supported the project and confirmed the village Council's support, but no landowner consented to donate the land for the project.

12. Agreement for Compensation in the presence of the Consultant and village Mayor.

**11. Meeting No. 6 at Samalaeulu, 22 November, 2017**

This meeting's objectives was to

- present/disclose the compensation for affected lands and assets offered by the Government, to the specific beneficiaries including the rates per m2 for land, and compensation rates for different crops,
- explain how the valuation was done;
- document any disputes or disagreements from identified beneficiaries, or
- if agreed, formalize this agreement by signing prepared Agreement forms for compensation packages offered.



The planned format was to meet individual households of beneficiaries so that confidentiality of information is preserved.

To the contrary, when the Government (MNRE/LTA) led delegation arrived, the whole village was seated at the Village Meeting house with one of two village High Chiefs (Tuala Peseta Vaifou) and the village Pulenuu, to greet the delegation in the traditional manner of a welcoming *ava*. The Pulenuu explained by phone to the coordinator for the Government delegation (KEW LARP Consultant Maiava Visakota) as we drive into the village that there was a change of plans in response to a request from High Chief Tuala (who had travelled over for the meeting from Apia where he is mostly based, and was in attendance in project related consultations for the first time since village consultations started).

Following the initial greetings and the *ava* ceremony, the Government delegation (via the KEW lead consultant) spoke to explain the purpose of the consultations as requested by the MNRE/LTA, which was that of consulting individual beneficiary households to discuss and disclose compensation packages for land and assets affected, as promised in the previous meeting.

The ensuing dialogue, with the first response that by the High Chief (Tuala Peseta Vaifou), with others including those of the two High Talking Chief title holders (Tevaga and Vaifale) is summarized below –

- The High Chief proposed that no financial compensation be paid to affected landowners and others. Instead, the Government should construct a plantation access road for the village as compensation. The deliberation that followed and views expressed didn't support this proposal with all the other chiefs who were party to agreements for compensation in previous consultations, notably the High Talking Chiefs or Orators Tevaga and Vaifale, advising the High Chief Tuala that the various options available to the village (including compensation, voluntary land donation etc.) had been discussed in previous meetings with Government representatives and the village had agreed to the option of paying financial compensation for land and crops etc affected to the rightful landowners. After further exchange wherein there was general agreement not to delay the project, and to proceed with the option of compensation, the Meeting agreed to proceed with compensation to confirmed beneficiaries/landowners.
- The village chiefs expressed concern about 'several' cadastral surveys that had taken place without their knowledge since the initial cadastral survey was completed. The Meeting asked the MNRE/LTA what those additional surveys were for. In response, the MNRE/LTA team explained that additional cadastral survey had to be carried out to adjust/finalize the road alignment to avoid the relocation of one traditional house (*faleo'o*) following request from the affected landowner. The Meeting was satisfied with this explanation.
- The High Chief expressed concerns about the bridge design, recalling his experience from previous floods, and the importance of having a bridge span that is wide enough to ensure debris including logs etc carried down the stream during floods are not blocked under the bridge because the span is narrow. In response, the KEW representative explained that the approved bridge design had taken this factor into consideration and the span is widened for this reason.

- The High Chief insisted on vocalizing the names of the beneficiaries in the meeting, which the Government-led delegation did, at which he cautioned that some of the affected lots were involved in some recent Lands and Titles court cases, and that it is important that MNRE check these Court decisions out thoroughly to make sure the identified beneficiaries are the rightful ones.
- Regarding ownership of the Lot 9, which was previously disputed by the Village, the High Chief, supported unanimously by others, proposed that the Village should retain the ownership of that Lot, with the compensation to go to the Council of Chiefs, on behalf of the village. The alleged owner of this Lot 9, was not present in the meeting. The MNRE ACEO (Land Management Division) who was leading the Government delegation in this meeting, noted that her agency will work with both parties to sort this out. It was further explained that compensation owed will be placed in a trust account as per the requirement of the Law, to be paid out when ownership is confirmed.
- There was strong Council support for the Project, and a clear consensus that the project should be delayed by land issues. The MNRE representative also explained that any compensation with disputed ownership will be placed in an escrow account as per the requirements of the Taking of Lands Act 1964, to be paid out once beneficiaries are confirmed. This way, project construction can proceed without delays.
- The delegation also explained that WB approval to award the contract and to commence project construction will not be forthcoming until the LARP is fully implemented.

Following these exchanges, the Meeting agreed to the confirmed landowners/beneficiaries having one-on-one discussion with the MNRE/LTA team to discuss their individual compensation packages and if agreed, sign the Agreement Forms provided. The individual landowners (sao) then sat down with the team and were individually explained the compensation offered, the valuation of the land, the amount of land taken for the Project from each landowner, crops lost and their rates of compensation, and the total compensation package (land and crops). Ownership of crops was also confirmed, which in most cases are the 'sao' themselves. The majority of confirmed landowners/beneficiaries signed the Agreement form, indicating their agreement to the compensation package offered. Other landowners, whose claim on the land had some outstanding issue e.g. involved in a recent Court case, were requested to present required documentations and other information at a later date at the MNRE Apia Office. Others were invited for a further meeting at the MNRE Office Apia, to further discuss and clarify ownership with other eligible family members.

At the end of the Meeting, the following beneficiaries/landowners signed their Agreement Forms.

The Meeting ended with expressions of support for the Project from the Village Council. The Government-led delegation then visited the bridge location with the High Chief. He pointed out where floodwater reached during the recent floods to clarify the point he made during the meeting.

**ANNEX 2: MNRE'S LAND /ASSET VALUATION REPORT, JUNE 2017**

**ANNEX 3: CHECKLIST FOR SCREENING OF LAND ACQUISITION AND RESETTLEMENT IMPACTS**

This Form is to be used by the Safeguard Specialist to screen subproject applications in respect of PAPs/land acquisition. This information will be submitted as soon the as sub-project is identified. Based on the impacts, the need for preparation of sub-project specific Land Acquisition and Resettlement Action Plan will be determined.

- a. Number/Name of Subproject:
- b. Subproject Location (include map/sketch):
- c. Expected Subproject Activities:
- d. Infrastructure to be Constructed:
- e. Infrastructure to be Rehabilitated:
- f. Estimated Cost:
- g. Proposed Date of Commencement of Work:
- h. Technical Drawing/Specifications Reviewed (circle answer): Yes \_\_\_ No \_\_\_
- i. Major adverse impacts expected and mitigation proposed:
- j. Will the subproject involve land expropriation or demolition of existing structures?  
Yes/No, If yes, provide details in Land acquisition assessment sheet
- k. Current land uses of the above affected lands (use)\_\_\_\_\_ (ha)\_\_\_\_\_
- l. Will the subproject negatively impact livelihoods Yes/No (If yes, describe impact separately):
- m. Will any common facilities or others structures be affected due to acquisition of above lands;
- n. Type of Plan required: (a) Resettlement Plan..... (b) Abbreviated Plan..... (c) No Plan required.....

Signed by ESSAF Coordinator at PMU

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX 4: LAND ACQUISITION ASSESSMENT DATA SHEET**

(To be used to record information in case of requirement of use of land for sub-projects)

a. Likely land requirement for the sub-project ( Ha):

(i) Government:           ha

(ii) Customary:           ha

(iii) Private:           ha

b. Method of land acquisition (Land Acquisition Act, Private Negotiations or voluntary donation):

c. Locations:

d. No of land owners to be affected:

e. No. of structures affected:

f. Current uses of the affected lands:

g. Users:

i. Number of Customary Claimants:

ii. Number of Squatters:

iii. Number of Encroachers:

iv. Number of Owners:

v. Number of Tenants:

vi. Others (specify): \_\_\_\_\_ Number:

vii. Common facilities affected (describe):

h. Details of standing crops to be affected:

i. Any other properties such as wells or trees, etc. to be affected:

j. In case of voluntary donation, sufficient proof must be obtained (notarized or witnessed statements).

**ANNEX 5: SAMPLE CONSENT FORM - AGREEMENT FOR COMPENSATION**

Date: \_\_\_\_\_

I/We, \_\_\_\_\_ male household head \_\_\_\_\_ female household head,

OR Person exercising pule over the Affected Land

\_\_\_\_\_

Resident/s of \_\_\_\_\_ Village in \_\_\_\_\_ District

declare that I/We/the group are consenting to the use of (specify land, assets, location, type etc)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purpose of: (specify activity)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the duration of: (specify commencement date and duration)

\_\_\_\_\_  
\_\_\_\_\_

For the following agreed compensation arrangements (NB, use the back of form if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed:

\_\_\_\_\_


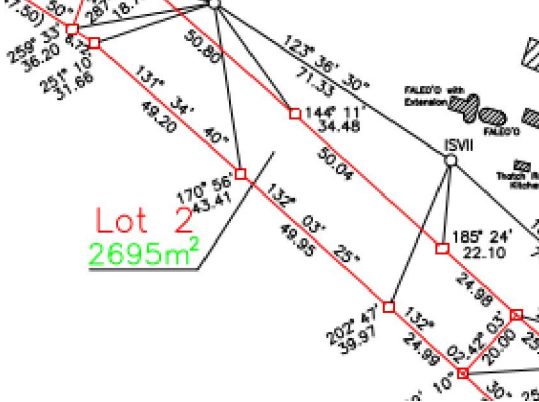
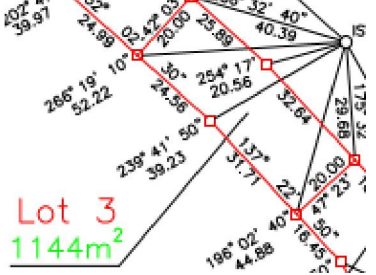


Abbreviated Resettlement Action Plan (ARAP)

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Male household head \_\_\_\_\_ Female household head \_\_\_\_\_

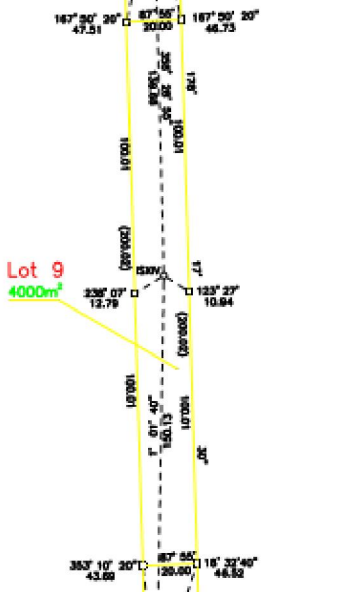
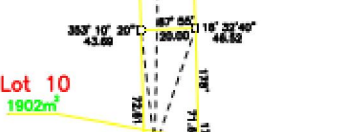
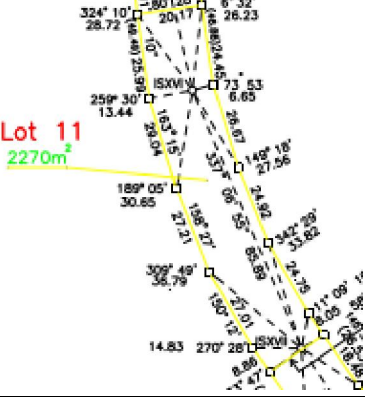

Person Exercising Pule \_\_\_\_\_

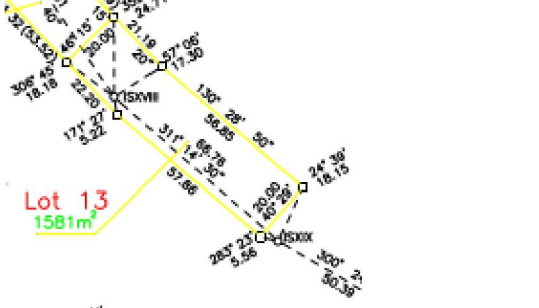
**ANNEX 6: LAND PLANS THAT WILL BE LOST BY FAMILIES FOR THE PROJECT**

LANDOWNERS (FAMILIES)	CADASTRAL REF LOT #	PLANS
<p>Leleiga Vaifale</p>	<p>1 (The only plot with a faleo'ō (samoan small thatched house) that needs to be relocated)</p>	
<p>Upuia Fulu Elise</p>	<p>2</p>	
<p>Tevaga Petelo</p>	<p>3</p>	
<p>Vaifale Ve'a</p>	<p>4</p>	
<p>Tevaga Vaiuta</p>	<p>5</p>	



<p><b>Vaifale Vui</b></p>	<p><b>6</b></p>	
<p><b>Tevaga Vaiuta</b></p>	<p><b>7</b></p>	
<p><b>Faafetai Temisi Vaifale</b></p>	<p><b>8</b></p>	

<p>Claimed by <b>Tevaga Le'ea Filipino Felise Tevaga</b> is disputed by the Council of Chiefs</p>	<p>9</p>	
<p>Malae Sagele</p>	<p>10</p>	
<p>Tevaga Le'ea Filipino Felise Tevaga</p>	<p>11</p>	
<p>Ipu Piki</p>	<p>12</p>	

<p><b>Vaifale Kalolo</b></p>	<p><b>13</b></p>	 <p>The diagram shows a site plan for Lot 13, which is highlighted in green and labeled with its area of 1581m². The lot is bounded by several lines with bearings and distances. The bearings are: 308° 45' 18.18", 171° 27' 9.22", 317° 12' 58.78", 283° 25' 5.56", 203° 09' 46.99", 130° 28' 30", 24° 36' 18.15", 303° 21' 30.38", 165° 58', 17° 30', 49°, 21° 19', 24° 17', 130° 28' 30", 308° 45' 18.18", and 171° 27' 9.22". The lot is situated within a larger area defined by dashed lines, with bearings and distances such as 130° 28' 30", 308° 45' 18.18", 171° 27' 9.22", 317° 12' 58.78", 283° 25' 5.56", 203° 09' 46.99", 130° 28' 30", 24° 36' 18.15", 303° 21' 30.38", 165° 58', 17° 30', 49°, 21° 19', 24° 17', 130° 28' 30", 308° 45' 18.18", and 171° 27' 9.22".</p>
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