



**Republic of Kenya**

Coast Water Works Development Agency

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(ESIA) and Construction Supervision of the Baricho Well-Field Protection  
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**PHASE I: PREPARATION OF DETAILED DESIGNS, TENDER  
DOCUMENTS, ENVIRONMENTAL AND SOCIAL IMPACT  
ASSESSMENT REPORT (ESIA)**

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**ABBREVIATED RESETTLEMENT ACTION PLAN (ARAP)**

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November 2021



**STRECO Ltd.**

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This Abbreviated Resettlement Action Plan (ARAP) prepared for Planned Baricho Well-Field Protection Works has been prepared by M/S G Karavokylis Consulting Engineers and Partners S A in Joint Venture with Structural Reinforcement Components Ltd on behalf of the Coast Water Works Development Agency (CWWDA)

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Signed ..... Date.....

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## DEFINITION OF TERMS

**Abbreviated Resettlement Action Plan** is a resettlement document prepared to mitigate impacts that have affected less than 200 Project affected persons in accordance to World Bank OP 4.12.

**Compensation:** means payments made in cash/ kind in recognition of loss of assets to be acquired and / or Livelihoods affected by a project at full replacement or at current market value.

**Complete Displacement:** means the displacement of a structure owner or institution PAP etc. from one parcel of land to a different parcel of land outside the settlement due to the planning and survey activities including demarcation of roads.

**Cut-off date** is the date of start of the socio-economic survey/census and asset inventory of PAPs. Persons entering and/or occupying land in the project area after this date and not included in the inventory of PAPs will not be considered eligible for compensation and or resettlement Assistance. Similarly, fixed assets such as build structures, crops and trees established after the cut-off date will not be compensated.

**Grievance:** any dissatisfaction or sense of injustice or unfairness felt by a person, in this respect a PAPs or his/her representative in connection with his/her compensation entitlements, the ARAP implementation process, the project and other scenarios related to project implementation.

**Squatters** are those who have no recognizable rights or claims to the land that they are occupying and includes people using private or public land without permission, permit or grant i.e those without legal title to land and /or structures occupied or used by them.

**Market rate:** selling price of a commodity in the open competitive market.

**Project Affected Person(s) (PAPs)** are persons, households, enterprises, and public or private institutions affected because they may lose, be denied, or be restricted access to economic assets; lose shelter, income sources, or means of livelihood. These persons are affected whether or not they must move to another location.

**Public Participation** is a facilitative process of strengthening the organizational and management capacities of people in such a way that they become self-reliant in solving their own problems. It connotes the organized action of the people towards the resolution of issues or acquisition of what they desire and what may benefit them. This, then, requires that people, as a group, must have proper ownership of actions and highly organized course of action.

**Rehabilitation Assistance** is the additional support or provision of development assistance, over and above compensation accorded to members of the affected community during implementation of the ARAP e.g. labor support, land preparation, training, job opportunities to enable them to improve their living standards, production levels or at least maintain them at pre-project displacement levels.

**Relocation/Localized** means displacement of a structure owner or institution PAP etc. from one parcel of land to a different parcel of land (within the settlement) due to the planning and survey activities including demarcation of roads.

**Full Replacement cost** means replacement of assets with same quality and quantity with an amount sufficient to cover full cost of lost assets and related transaction costs and taxes. The cost is to be based on Market rate (commercial rate) according to Kenyan law for sale of land or property, without depreciation in addition to other considerations such as (a)

transporting building materials to the construction site; (b) any labor and contractors' fees; and (c) any registration costs.

**Resettlement Assistance** is the measures to ensure that Project Affected Persons who may require to be physically relocated are provided with assistance during relocation, such as moving/shifting allowances for ease of resettlement, residential housing or rentals, rental allowance whichever is feasible and as required, for ease of resettlement.

**Survey Census** means a 100% field assessment carried out to identify and determine the number of Project Affected Persons (PAP).

**Vulnerable Groups** include all those affected by the project who are below the poverty line, the elderly and women headed households.



## LIST OF ABBREVIATIONS AND ACRONYMS

ACC	Assistant County Commissioner
ARAP	Abbreviated Resettlement Action Plan
COVID – 19	Corona Virus Disease
CWWDA	Coast Water Works Development Agency
FGD	Focused Group Discussion
HH	Household
GRC	Grievance Redress Committee
GRM	Grievance Redress Mechanism
NLC	National Lands Commission
NLP	National Land Policy
NGOs	Non-Governmental Organizations
OP	Operation Policy
PAD	Project Appraisal Document
PAPs	Project Affected Persons
PDP	Part Development Plan
PC	Project Committee
PCT	Project Coordination Team
PPE	Personal Protective Equipment
PIT	Project Implementation Team
PCP	Project Contact Person
RAP	Resettlement Action Plan
RIC	Resettlement Implementing Committee
RIM	Registry Index Maps
ROW	Right of Way
RPF	Resettlement Policy Framework
VMG	Vulnerable and Marginalized Groups
WB	World Bank
WSDP	Water and Sanitation Development Project
WTP	Water Treatment Plant

## i. EXECUTIVE SUMMARY

### Project Information

The Coast Water Works Development Agency (CWWDA) through the Water and Sanitation Development Project (WSDP) has commissioned M/S G Karavokylis Consulting Engineers and Partners S A in Joint Venture with Structural Reinforcement Components Ltd to undertake Consultancy Services for Preparation of Detailed Designs, Tender Documents, Environmental and Social Impact Assessment Report (ESIA), Resettlement Action Plan (RAP) and Construction Supervision of the Baricho Well-Field Protection Works.

### Project Resettlement Impacts

The proposed protection works will be undertaken within the existing Sabaki River riparian within existing Baricho Well fields. However, a total of 2.82 acres of land belonging to 12 PAPs at the proposed 6m wide water pipeline route and 10m wide access road corridor routes will be impacted. The PAPs included 6 females and 6 males, who include 4 female PAPs who are widows and 2 male PAPs who are elderly. **Table E.1** below summarizes category of losses under this ARAP

**Table E-1. Summary of Resettlement Impacts**

Type of loss	No.
Number of Parcels impacted	8
PAPs losing less than 20% of Land	12
PAPs losing crops and trees on their land	12

### Preventing Spread of Covid -19 amongst Community Members

The review of this ARAP is undertaken during the Corona virus disease (COVID - 19) pandemic outbreak. The preparation of the ARAP including the relevant consultations have been undertaken in strict adherence to the guidance and WHO guidelines on curbing spread. Similarly, specific mitigation measures have been introduced to prevent the spread of the pandemic during ARAP implementation. More particularly, consultations required as part of mitigation measures, during RAP implementation and training on E&S issues, also pose a risk of infection to communities. For this reason, the risk of contracting the virus during consultations will be avoided, minimized, and mitigated with specific measures to ensure national requirements on social distancing and recommendation on how to minimize physical contact are adhered to.

### Approach and Methodology

The methodology adopted during preparation of this report was guided by World Bank OP 4.12 on Involuntary Resettlement, Water and Sanitation Development Project (WSDP), Land Act, 2012, Valuers Act, and Constitution of Kenya ,2010.

### Public Consultations

The process of preparation of the Abbreviated Resettlement Action Plan (ARAP) was consultative where the 12 PAPs were engaged during the public participation forum that was held on the 30<sup>th</sup> March 2021 at the Lango Baya Chiefs Offices. Issues related to ARAP

such as; (i) legal and policy provisions with regard to ARAP, (ii) Identified ARAP impacts in the settlement after census and applicable entitlement, (iii) involvement of women in the ARAP process, (iv) Support to vulnerable persons were discussed (v) Project impacts both positive and negative (vi) Cut – off date was agreed. Minutes of consultations are provided as **Appendix 2** of this ARAP.

### **Mitigation of Adverse Impacts**

The Project Affected Persons (PAPs) irrespective of their tenure status are eligible for assistance or compensation if their assets or livelihoods sources will be affected by the Project by the cut-off date set as 30<sup>th</sup> March 2021. This date was adopted during the public baraza held on the 30<sup>th</sup> March 2021 at the Lango Baya Chiefs Offices.

Therefore, this ARAP provides that PAPs losing land will be compensated in cash calculated at prevailing land rates in the area. Similarly, PAPs losing crops and trees will be compensated in terms of the yield of fully mature crop as per the provisions of the entitlement matrix presented in **table 3-1 in chapter 3** of this report. Additionally, all PAPs will be entitled to transitional allowance of 15% of the value of land and crops/trees lost (as shown in the PAPs Asset Register) that will enable them re-establish livelihood after resettlement.

It is to be noted that, because the PAPs do not have legal titles to the affected land that they own, and on which some of them undertake livelihood activities, CWWDA undertook a due diligence involving the current title holder (Weru Ranch) which confirmed that the ranch land has been subdivided and the process to issue title deeds to the PAPs (and other ranch members) has been initiated. Further verification of ownership involved discussions with the local administration officials (Chief and Assistant Chief) responsible for the area in which the affected parcels are located. They too confirmed that the identified PAPs are the rightful owners of the affected parcels. Following this, the CWWDA legal counsel prepared a tripartite Legal Agreement involving the three parties – the individual PAPs, Weru Ranch and CWWDA. This is the document that will be used as the basis for paying cash compensation to the PAPs, while also ensuring the smooth transfer of titles of the affected parcels to CWWDA as soon as the titles are issued. The PAPs have been sensitized on the tripartite agreement. The sample Legal Agreement is in Appendix 1 of this ARAP.

For vulnerable 6 PAPs, this ARAP provides for additional monetary assistance of Kshs 5,000 for the first 1 months and Transitional allowance that will assist them re-establish livelihood by providing funds required to pay for casual labour at the time of crop harvesting and payment of transport services of the produce at the time of harvesting crops on land will be acquired by the Project.

### **Grievance Redress Mechanism**

This ARAP provides for a three tier Grievances Redress Mechanism (GRM) at no cost to the PAPs. The first tier is the Grievance Redress Committee (GRC). The second level will be the Resettlement Implementation Committee (RIC) which comprise of CWWDA Project Coordinating Team (PCT) and the local administration. The third tier will be the Courts of Law to be adopted as the last resort as detailed in chapter 4 of this ARAP

### **Implementation of the ARAP**

The primary responsibility for implementation of the ARAP is with CWWDA Project Coordination Team (PCT). This team will ensure that all PAPs are adequately compensated as provided in the entitlement matrix (sub section 8.2) and implementation schedule provided as **Table 5-1** in **Chapter 5** of this ARAP.

### **ARAP Implementation Budget**

This ARAP provides a total implementation budget of **KShs3,425,484.80** (Three million, Four hundred and Twenty-five thousands and four hundred and eighty-four and eighty cents Only). The PAPs will be paid compensation allocation prior to commence of construction of Baricho well fields protection works as presented in the ARAP implementation schedule provided in **Chapter 6 Table 6-1 and 6-2**.

### **Monitoring and Evaluation**

Monitoring and evaluation framework provided by this ARAP spells out a 3-level monitoring arrangement to be used to evaluate achievement of ARAP commitments provided in **Sub Section 7.2**. The levels include; internal monitoring to be undertaken by CWWDA Resettlement Implementation Committee (RIC) and safeguards team, external monitoring and a final completion audit to be undertaken after implementation of the Baricho Well Fields Protection Works and conclusion of PAPs compensation

The parameters to be monitored will include among others; number of PAPs compensated including vulnerable PAPs and number of grievances registered and successfully resolved. Detailed monitoring and evaluation plan is presented in **Chapter 7** of this ARAP.

### **ARAP Commitments**

The primary responsibility of ARAP implementation is with CWWDA Project Coordination Team (PCT). The team will ensure that all PAPs are adequately compensated according to the entitlements and commitments of this ARAP prior to commencement of Baricho Well Fields Protection Works. This ARAP also provides specific commitments that will be undertaken by CWWDA during ARAP implementation phase; these commitments are provided in **Chapter 8 Sub Section 8.2**.

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## **CHAPTER 1: BACKGROUND INFORMATION**

### **1.1 Back Ground Information**

Water and Sanitation Development Project (WSDP) is being implemented with funding from the World Bank (WB) and Government of Kenya. The development objective of the project is to improve water supply and sanitation services in select coastal and north eastern regions in the Republic of Kenya. This objective will be achieved by investing in water supply and sanitation infrastructure in urban centers in coastal counties and two counties in Kenya's arid northeastern region. The Project will also improve services by strengthening institutional capacity in areas, such as reducing non-revenue water (NRW), improving billing and revenue collection systems, and developing medium-term business plans. In addition, the Project will establish a results-based financing mechanism at the national level to provide incentives to the Water Service Providers (WSPs) to accelerate access to water supply and sanitation services and improve operational and financial performance.

### **1.2 Project Information**

The project is being implemented by the Coast Water Works Development Agency (CWWDA) which is a parastatal (Government Owned and Autonomous) created under the Water Act, 2016 and established through a Gazette Notice No. 28 of 26th April 2019. The CWWDA area covers the following six (6) counties in the region: Mombasa, Kwale, Kilifi, Taita-Taveta, Lamu and Tana River.

The Coast region covers 83,040 km<sup>2</sup> out of which 28,450 km<sup>2</sup> is occupied by Indian Ocean, rivers, lakes, and the national park, while the rest is used for agriculture, settlement and other human activities. In line with the Water Act 2016, the Board does not provide services directly, but through contracted agents or Water Service Providers (WSPs). The Board has contracted seven (7) WSPs to provide water and sewerage services in different areas of the coast zone (Mombasa, Malindi, Kilifi, Kwale, Taita, Lamu and Tana).

The Baricho well field is situated in the alluvial flood plain of the Sabaki River, about 3 km northwest of the Baricho waterworks (Kilifi County, Coast Region). Water production can be achieved by fifteen (15) vertical boreholes in two wellfields (Upstream and Downstream), which are located on the southern bank of the Sabaki River. Five (5) boreholes are in the upstream wellfield, and ten (10) boreholes are in the downstream. The boreholes are situated at distances of around 50 m or less from the river, thus the abstracted water is mostly bank filtrate from the river.

The raw water is pumped from the boreholes to Baricho WTP, where it is disinfected with Calcium hypochlorite (chlorine) via a gravity dosing system, stored, and then pumped to Mombasa, Kilifi, Malindi and other small towns en-route

### **1.3 Objective of the ARAP**

The main objective of this ARAP is to identify and provide mitigation measures for social impacts caused by Baricho Well Fields Protections activities to people's assets and sources of livelihood in Lango Baya. Further, this ARAP provides Project Affected Persons (PAPs) with appropriate compensation for their affected assets at full replacement cost and compensation for affected livelihoods. The ARAP also provides appropriate support to the PAPs identified as vulnerable within the Lango Baya.

### **1.4 Scope of the ARAP**

Therefore, the scope of the assignment involved the following tasks:

- a. Development of ARAP for the PAPs in line with national legislations, WSDP Resettlement Policy Framework and World Bank's OP 4.12
- b. Development of innovative and implementable resettlement options for the PAPs based on existing situation and context of the village.
- c. Conduction of extensive and in-depth stakeholder consultations with all project stakeholders.
- d. Proposing an acceptable entitlement matrix to guide compensation and other mitigation actions to PAPs.
- e. Compilation of an accurate PAP and asset register that is acceptable to the PAPs.



## CHAPTER 2: PROJECT RESETTLEMENT IMPACTS

### 2.1 Project Resettlement Impacts

The proposed protection works will be undertaken within existing Sabaki River riparian within existing Baricho Well Fields. However, a total of 2.82 acres of land belonging to 12 PAPs at the proposed 6m wide water pipeline route and 10m wide access road corridor routes will be impacted. These PAPs do not have legal titles to the land that they own and on which some of them undertake livelihood activities. CWWDA undertook a due diligence involving the current title holder (Weru Ranch) whose officials confirmed that the ranch land has been subdivided and the process to issue title deeds to the PAPs (and other ranch members) has been initiated. Further verification of ownership involved discussions with the local administration officials (Chief and Assistant Chief) who are responsible for the area in which the affected parcels are located. They too confirmed that the identified PAPs are the rightful owners of the affected parcels. Following this, the CWWDA legal counsel prepared a Tripartite Legal Agreement involving the three parties – the individual PAPs, Weru Ranch and CWWDA. This is the document that will be used as the basis for paying cash compensation to the PAPs, while also ensuring the smooth transfer of titles of the affected parcels to CWWDA as soon as the titles are issues. . The PAPs were sensitized on the tripartite agreement during a public meeting involving them, the Weru ranch officials, the local administration and CWWDA. The sample Legal Agreement is in Appendix 1 of this ARAP.

#### 2.1.1 Total Number of PAPs

The proposed protection works will be undertaken within the existing Sabaki River riparian within existing Baricho Well fields. However, a total of 2.82 acres of land belonging to 12 PAPs at the proposed 6m wide water pipeline route and 10m wide access road corridor routes will be impacted. The PAPs included 6 females and 6 males, who include 4 female PAPs who are widows and 2 male PAPs who are elderly. **Table 2.1** below summarizes category of losses under this ARAP

**Table 2-1. Summary of Resettlement Impacts**

Type of loss	No.
PAPs loosing less than 20% of Land	12
PAPs loosing trees and crops on their land	12

#### 2.1.2 Impacts on Land

There will be no complete or localized displacements, this is because the PAPs own large parcels of land. The nature of impact on land is partial with all the 12 PAPs losing 20% of their land and below as indicated in **Table 2-2** below.

**Table 2-2: Category of PAPs losing land**

Total PAPs loosing land	Women PAPS Losing Land	Male PAPS Losing Land	Vulnerable PAPs	
			Male	Femal e

12	6	6	2	4
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### 2.1.3 PAPs Losing Crops and Trees on their Land

All PAPs will lose crops and trees which comprise of Maize, Mature Coconut trees, Banana Plants and Mango tree on their land as indicated in **Table 2-3** below.

**Table 2-3: Category of PAPS losing Crops and Trees on their Land**

Total PAPs losing crops	Women PAPS Losing crops	Male PAPS Losing crops	Vulnerable PAPs	
			Male	Female
12	6	6	2	4

## 2.2 Social risk- Spread of COVID -19 Amongst Community Members during consultations

During implementation of the ARAP, various consultative activities will be undertaken. For efficient and meaningful engagement, a wide range of individual participants, groups in the local community and other stakeholders will be involved.

The consultations will involve verification of PAPs covering the occupants of the affected area and vulnerable persons and groups, awareness raising, sensitization of PAPs and gauging attitude to the project, grievance redress, etc. The activities will lead to close interaction between the proponent and the community members leading to a high risk of spreading COVID -19 amongst community members during the consultation process.

To minimize the risk of spread of COVID-19 amongst community members, measures will be required to ensure social distancing and appropriate communication measures. The mitigation measures will be supervised by a communications / stakeholder engagement /social safeguards expert in the project proponent's team.

## **CHAPTER 3: ELIGIBILITY AND ENTITLEMENT**

### **3.1 ELIGIBILITY FOR COMPENSATION**

The concept of eligibility is used with respect to the definition of PAPs and the criteria for determining their qualification for compensation and any other resettlement assistance. The project RPF further provides for, that if a Sub – project funded under WSDP causes loss of income or livelihood, regardless of whether or not the affected people are physically displaced, the project will meet the following requirements:

- Promptly compensate economically displaced persons for loss of assets or access to assets at full replacement cost.
- Provide replacement property (e.g. Agricultural or commercial sites) of equal or greater value, or cash compensation at full replacement cost where appropriate, to persons with legal rights or claims to land which are recognized or recognizable.
- Compensate economically displaced persons who are without legally recognizable claim to land for lost assets including other improvements made to the land, other than land, at full replacement cost.
- Provide additional targeted assistance (e.g. training, or job opportunities) and opportunities to improve or at least restore their income – earning capacity, production levels, and standards of living to economically displaced persons whose livelihoods or income levels are adversely affected.
- Provide transitional support to economically displaced persons, as necessary, based on a reasonable estimate of the time required to restore their income earning capacity, production levels, and standards of living.

### **3.2 Eligibility for Compensation and Cut – off date**

The Project Affected Persons (PAPs) irrespective of their land tenure status are eligible for assistance or compensation if their assets or livelihoods sources will be affected by the Project by the cut-off date set as 30th March 2021. This date, which is the commencement of the PAP Census in the project area was discussed with PAPs and agreed and consequently adopted during the public baraza held on the 30th March 2021 at the Lango Baya Chiefs Offices. The minutes of the meeting are presented in **Appendix 2** to this report.

### **3.3 Income Restoration measures**

The ARAP aims to enhance restoration of the PAPs' income streams to pre-project status or even better. Therefore, in addition to compensation for loss of assets and livelihoods this ARAP provides for income restoration measures which will include:

- Training in Financial Management
- Agricultural Capacity Enhancement which will include referrals to agricultural extension officers who will track farmers' progress and provide information on good practices and new seeds / crops for adoption to enhance improved production.

### 3.4 Entitlement Matrix

The entitlement matrix is designed to ensure all eligible PAPs are compensated appropriately depending on the loss incurred. All persons affected by the project and meeting the cut-off date requirements will be entitled to a combination of compensation packages and resettlement assistance depending on the nature of ownership rights on lost assets and scope of the impacts. The entitlement matrix developed for this assessment is presented in **Table 3-1** below:

**Table 3-1 Entitlement Matrix**

No.	Affected Asset	Type of loss	Entitled project – Affected persons	Entitlement (Compensation Package)	Implementation issues and plan of Action	Responsible organization
<b>LAND</b>						
1	Land	Loss of Land	Private owners of land	<ul style="list-style-type: none"> <li>• Cash compensation for loss of land will be done at full replacement cost</li> <li>• Payment of additional disturbance allowance at 15 % of the value of the property.</li> <li>• In consultation with PAPs, notify one (1) Month in advance of intention to use the site.</li> <li>• Right to harvest crops and trees in addition to compensation</li> </ul> <p><b>Livelihood Restoration Measures</b></p> <ul style="list-style-type: none"> <li>• Financial Management</li> <li>• Transitional Support- extra compensation to cater for labour and cost of hiring transport at time of harvest.</li> </ul> <p>Agricultural Capacity Enhancement which will include referrals to agricultural extension officers who will track farmers' progress and provide information on good practices</p>	<ul style="list-style-type: none"> <li>• Verification of property ownership</li> <li>• Validation of valuation of property and</li> <li>• Cash compensation will be done.</li> </ul>	<p><b>CWWDA County Government</b></p> <p><b>Chief Local community</b></p>
<b>Crops and Trees</b>						

2	Crops and Trees	Crops and Trees	Private owners of Crops and Trees	<ul style="list-style-type: none"> <li>• Cash compensation for lost trees and crops at full replacement cost valued at market rate</li> <li>• Payment of additional disturbance allowance at 15 % of the value of trees and crops</li> <li>• Allowed adequate time to harvest the crop and trees.</li> <li>• In consultation with PAPs, notify one (1) Month in advance to harvest crops and trees.</li> </ul> <p><b>Livelihood Restoration Measures</b></p> <ul style="list-style-type: none"> <li>• Financial Management</li> <li>• Transitional Support- extra compensation to cater for labour and cost of hiring transport at time of harvest.</li> <li>• Agricultural Capacity Enhancement which will include referrals to agricultural extension officers who will track farmers' progress and provide information on good practices</li> </ul>	<ul style="list-style-type: none"> <li>• Verification of ownership of crops and trees</li> <li>• Validation of valuation of crops and trees; and</li> <li>• Cash compensation will be done.</li> </ul>	<b>CWWDA County Government</b>  <b>Chief Local community</b>
<b>Assistance to Vulnerable PAPs</b>						
3	Additional support to vulnerable PAPs			<ul style="list-style-type: none"> <li>• In addition to compensation for land, crops and trees as well as the 15% disturbance allowance, vulnerable PAPs will be identified and additional monetary assistance of Kshs 5,000 one-off transitional allowance</li> </ul>	<ul style="list-style-type: none"> <li>• Identification of vulnerable PAPs and offer of the</li> </ul>	<b>CWWDA County Government</b>

		will be provided to them as part of their overall compensation payment package. This will be to assist them re-establish livelihood by providing funds required to pay for casual labour at the time of crop harvesting and payment of transport services of the produce at the time of harvesting crops on the land that will be acquired by the Project	additional assistance	
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## **CHAPTER 4: GRIEVANCE REDRESS MECHANISM**

### **4.1 Grievance Procedure and Rationale**

A grievance is any dissatisfaction or sense of injustice or unfairness felt by a person in this respect a PAP or his/her representative in connection with his/her compensation entitlements, the ARAP implementation process, the project and other scenarios related to project implementation. Grievance procedures may be invoked at any time, depending on the complaint and on the people involved. Grievances might be triggered due to the following reasons among others:

- Misidentification of assets
- Dispute over the ownership of a given asset (two individuals could claim to be the owners of this asset)
- Disagreement over the valuation of the asset
- Successions, separations, and other family issues, resulting in disputes between heirs and other family members, over ownership or ownership shares for a given asset.

The aim and purpose of this mechanism is to make the grievance handling procedures accessible, prompt and affordable to the PAPs given the generally low values of the properties to be affected, and also provide an alternative to the costly and time-consuming formal court procedures for handling grievances and disputes. The objective of the grievance handling procedure is to establish for the PAPs a mechanism for raising and resolving complaints related to compensation for loss of land, crops, trees other livelihood properties and assets and having such complaints resolved as amicably as possible through acceptable and binding corrective actions. This grievance management mechanism will be in place throughout the Project period, including the exit phase.

### **4.2 Grievance Redress Tiers**

The ARAP provided a grievance redress mechanism in a 3-tier arrangement as indicated below

- The first tier will allow for amicable review and will consist of the 12 PAPS, and the Chief, ACC and CWWDA representative who will discuss and agree on amicable resolutions.
- The second tier will involve the RIC (3 PAPS, Chief, ACC and CWWDA representative) in case the grievance cannot be solved at the first level.
- The third tier will be the option of allowing the grieved party to seek redress at the court of law

Levels (i), and (ii) are costs free. The legal redress option, however, may incur some costs for the parties involved.



### 4.3 Grievance Redress Steps

The procedure of receiving and resolution of complaints is summarized in Table 4-1 below:

**Table 4-1 Grievance Redress Steps**

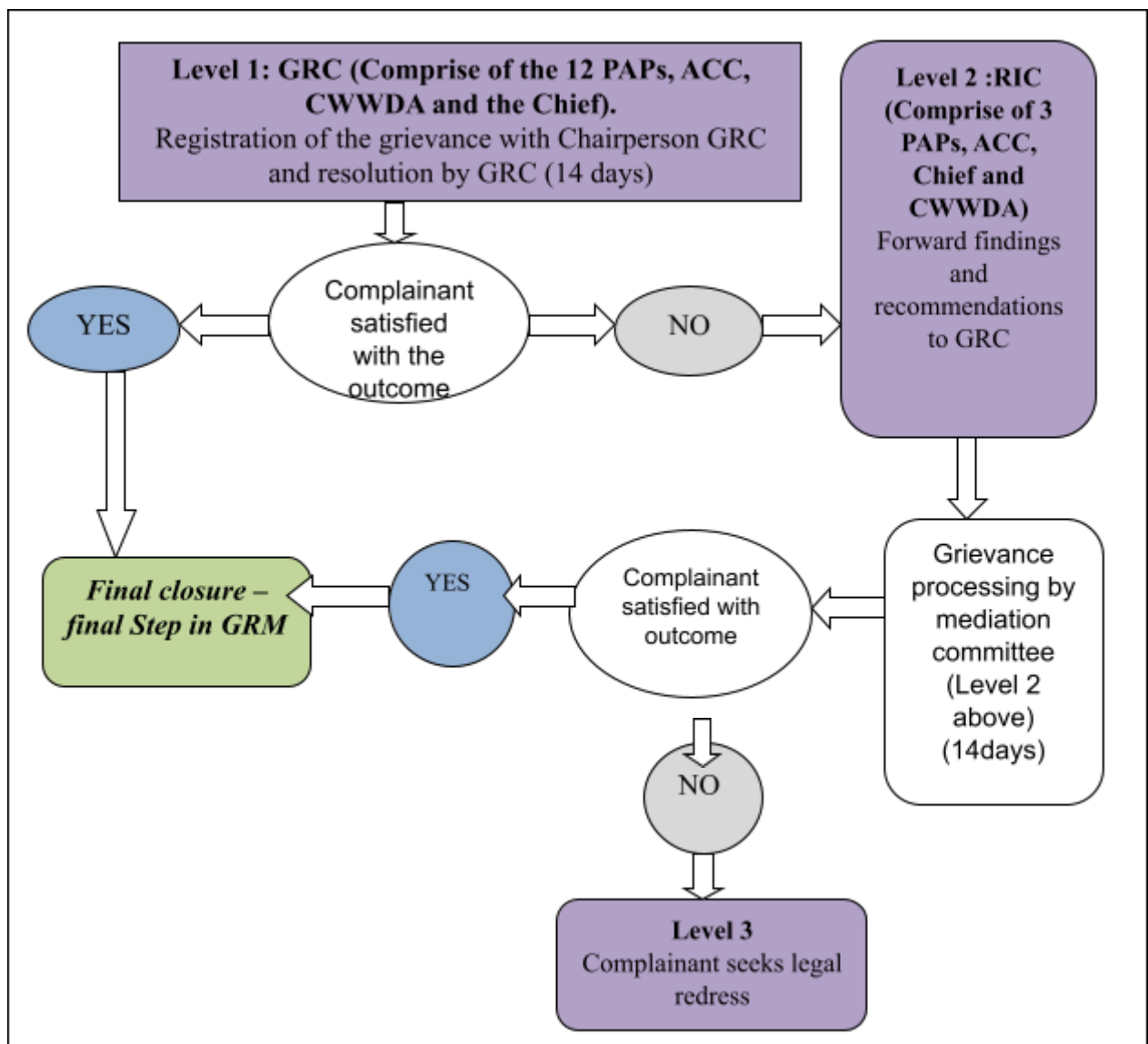
<b>Steps</b>	<b>Grievance Redress Steps Details</b>
Step 1: Receipt of complaint/grievance	A verbal or written complaint from a PAP or community member will be received and recorded by the Grievance Redress Committee Chairman and date of receipt captured
Step 2: Determination of Resolution	The GRC will meet to discuss the grievance raised and determine a resolution, feedback will be given immediately.
Step 3: Meeting with the complainant	<p>The GRC will meet the aggrieved person to inform on the resolution.</p> <p>If resolution is accepted the grievance is considered closed. Acceptance or rejection of the resolution will be documented</p> <p>If resolution is rejected the grievance will be presented in the next level of the redress mechanism</p>
Step 4: Implementation of Resolution	If the resolution requires further action from PIT the aggrieved person will be informed and action taken within 14 days and feedback given to the grieved person.
Step 5: Action by Resettlement Implementation Committee	<p>If the complainant remains dissatisfied and a satisfactory resolution cannot be reached, the complaint will be handled by the mediation committee, this committee is made up of the below listed persons.</p> <ul style="list-style-type: none"> <li>• One representative of the Administration; - National Government (Assistant County Commissioner)</li> <li>• One representative of National Administration; - Local Chief</li> <li>• One representative of CWWDA acting as an observer;</li> <li>• Three representatives of the affected people, amongst them at least one woman and representative of vulnerable PAPs.</li> </ul> <p>This committee must have a quorum of at least three persons. Decisions will be reached by simple majority. The Resettlement Implementation Committee should be constituted for as long as grievances are being lodged.</p> <p>The committee will deliberate and make a resolution which will be communicated to the Chairperson GRC, who will communicate this to the complainant. If satisfied, the complainant signs to acknowledge that the issue has been resolved satisfactorily. If the complainant is not satisfied, the complainant may proceed with judicial process.</p>

#### 4.4 Capacity-Building for the Grievance Redress Committees

The Grievance Redress Committee members will be trained on their mandate and oriented to the grievance management procedures as outlined in the ARAP

#### 4.5 Grievance Redress Mechanism

The grievance redress mechanism flow chart is summarized in **figure 4-1** below.



**Figure 4-1 Grievance Redress Procedure**

## **CHAPTER 5: ARAP INSTITUTIONAL AND IMPLEMENTATION ARRANGEMENTS**

### **5.1 Introduction**

This Section provides details of all agencies and institutions that are involved in the implementation of the ARAP. These organizations are crucial in the ARAP implementation process and are mandated to perform their respective roles and have capacity to undertake their specific responsibilities even though CWWDA safeguards unit will support the overall implementation of the ARAP.

### **5.2 Project Management at Ministry Level**

Ministry of Water Sanitation and Irrigation (MoWS&I) will engage other Institutions and Counties on matters and policies relating to the Project, specifically ARAP issues. The MoWS&I will involve the CWWDA on issues pertaining to ARAP budget and World Bank financing.

The MoWS&I will also communicate directly with the World Bank on technical issues, ARAP preparation, approvals, disclosure and even ARAP implementation.

### **5.3 The Project Contact Person (PCP)**

The Project Contact Person (PCP) is the overall technical coordinator in the implementation of the Project. Other officers in the PIT are the Environmental & Social Safeguards.

The Project Contact Person will supervise and coordinate the Project Team and ensure that Project implementation activities and reports are on schedule and in compliance with the financing agreement.

### **5.4 Project Implementation Team (PIT) at CWWDA**

The overall coordination of the whole process, from development to implementation and monitoring, is provided by the CWWDA PIT. The team has the following roles:

- Coordinate the effective implementation of the ARAP and ensure compliance with World Bank Policy on Resettlement and GOK laws and guideline on land acquisition
- Prepare Progress Reports on the implementation of the environmental and social safeguards.
- Ensure integration of EMPs and ARAPs into Contract and Bid Documents.
- Ensure adequate community participation.
- The PIT will be responsible for routine implementation and technical austerity of the Project. The PIT will have a Safeguards team.
- The PIT will carry out quality checks and review the ARAP reports before forwarding them to the World Bank Safeguards Specialist. The PIT will also be in charge of actual implementation of the ARAP with assistance from a Resettlement Implementation Committee constituted for the Project.
- Ensure integration of ARAP provision in management of the project

## 5.5 CWWDA ARAP Committee

The CWWDA ARAP team will be in charge of overall monitoring and evaluation of the resettlement process. The team will comprise of a Social & Environmental Expert, Project Accountant and Legal Officer

The committee roles are as follows:

- (i) To ensure the list of all PAPs has been verified and documented in the PAPs register. The register shall have, among other parameters the following:
  - The name of the person, age, contact and national identification document
  - Type of loss (Asset / Livelihood)
  - Identification number of the PAP,
  - Compensation Amount
  - Bank Details of the PAP.
- (ii) To verify and validate each PAP as stated in the register and ascertain that every identity card holder is correctly documented in the register.
- (iii) To develop an appropriate framework for delivering the compensation payments to the PAPs in line with government financial management regulations and as much as possible keeping in mind that most PAPs have no bank accounts. In the event that an individual is absent during payment, the compensation team will immediately communicate a new date of issuance of cheques to such PAPs.

## 5.6 ARAP Implementation Schedule

The implementation schedule for this ARAP covers the period from the preparation of the ARAP to the conclusion of the envisaged Project within CWWDA Project Area. This ARAP is structured such that the procedures will be phased to synchronize with the work program of the contractor.

The ARAP Implementation Schedule defines the duration and timing of the key milestones and tasks as presented in the entire ARAP, the key milestones and tasks for this schedule include:

- Approval of ARAP report – The ARAP report must be approved by the World Bank and disclosed in the World Bank Info Shop prior to implementation. The report will also be published on the CWWDA website.
- Disclosure of the RAP – Meetings will be organized by CWWDA Project Implementation Team within the affected Project area. During the meetings, a summary of the main findings and recommendations, entitlements, and PAP register will be presented to the community for review and signing of compensation agreements.

- Resolution of emerging grievances - The grievance redress mechanism will allow for resolution of grievance at the local level through the first tier Grievance Redress Committees (GRC).
- Payment of Compensation Funds – After verification of PAPs, the payments will be disbursed as detailed in the ARAP implementation plan detailed in table 9.2 below
- Commencement of Project Civil Works – Handover of site will be made once all ARAP Actions have been finalized.
- Monitoring and evaluation, this will be undertaken throughout the ARAP implementation and project period using ARAP indicators

**Table 5-1 ARAP Implementation Schedule**

S/.	TASK NAME	Actor	Period in Months					
			Implementation to begin immediately after approval of RAP					
			1	2	3	4	5	6
1.	Approval of ARAP	World Bank						
2.	Formation of Grievance Redress Committees and of the GRC	CWWDA						
3.	Disclosure of ARAP	CWWDA						
4.	Validation of asset valuation/values	CWWDA, PAPs						
5.	Grievance Redress	CWWDA, PAPs, GRC						
6.	Sensitization of PAPs on bank accounts and use of compensation funds including joint spousal management of cash, GBV in use of Cash	CWWDA, PAPs, GRC						
7.	Implementation of Livelihood Restoration Measures	CWWDA, PAPs, GRC						
8.	Payment of compensation	CWWDA, PAPs, GRC, RIC						
9.	Issuance of notice for crop and trees harvesting	CWWDA, PAPs, GRC						
10.	Monitoring activities	CWWDA, PAPs, GRC						

## CHAPTER 6: VALUATION METHODOLOGY AND BUDGET

### 6.1 Valuation Methodology

In property valuations there are 5 generally accepted methods or approaches to value. These are the Sales Comparison, the Income Capitalization, the Gross Replacement Value Method, the Residual, and the Profits method: The method adopted for this ARAP was the **Gross Replacement Value Method (GRVM)** that evaluates the current cost of replacing an asset. The approach entails the measuring of the improvements (buildings, site works) to which the appropriate construction costs are applied, resulting in the new replacement (or reproduction) cost. An addition of 15% is added to the value of assets as statutory allowance to cater for disturbance.

### 6.2 Land Valuation

Land Valuation considered the local rates, consulted the local department of land and local land economist for comparison. Therefore, the rate for land acquisition per acre was estimated to be between Kshs 500,000 to Kshs 600,000 per acre. Therefore, a figure of 800,000 per acre was adopted to allow for full replacement cost.

### 6.3 Crops and Trees

Local rates from the State Department of Agriculture was adopted in determining the compensation values for crops. The value for trees was based on the valuation adopted from the local KFS (Kenya Forestry Services) rates, considering the age factor for trees and calculated at full replacement cost.

The following figures were adopted:

- Maize Ksh 20,000 per acre,
- Coconut Ksh 15,000
- Mango tree Ksh 10,000
- Banana Plants Ksh 1,500

The project shall impact 8 parcels of land which are summarized in Table 6-1.

**Table 6-1 Summary of Impacted parcels of land**

NO.	PAP REFERENCE NO.	SECTION	SIZE (acres)	IMPACTED (Acres)
1	B01	Upstream	9	0.14
2	B02		7	1.06
3	B03		8	0.46
4	B04	Downstream	2	0.1
5	B05		4	0.37
6	B06		2.5	0.19
7	B07		6	0.38
8	B08		5	0.12

## 6.4 ARAP implementation and Budget

All resettlement and compensation entitlements will be settled and concluded prior to commencement of Baricho Wells Protection Works. This ARAP provides a total implementation budget of **KShs3,425,484.80** (Three million, Four Hundred and twenty-fiveThousands and four hundred and eighty-four and eighty cents Only)

**Table 6-1 and Table 6-2** below provide ARAP budget that was determined during preparation of the ARAP report.

**Table 6-2 Compensation**

Category of Impact	Amount (Kshs)
Loss of land	2,256,000
Loss of crops and trees	183,552
Extra Support to Vulnerable PAPs	30,000.00
Disturbance allowances	357, 322.80
<b>Total</b>	<b>2,835,484.80</b>

**Table 6-3 Budget for other ARAP Implementation Commitments**

RAP Commitment	Budget in Kshs.
Add Livelihood Restoration Measures (Training on Financial Management, and Agricultural Capacity)	120,000.00
Awareness raising and sensitization of PAPs <sup>1</sup>	50,000.00
Training and Capacity Building for GRM <sup>2</sup>	70,000.00
Operational & Administrative Costs of ARAP Committees	170,000.00
Monitoring and Evaluation	180,000.00
<b>Sub Total 2</b>	<b>590,000.00</b>
<b>GRAND TOTAL</b>	<b>3,425,484.80</b>

<sup>1</sup> Gender Sensitizations and Training, Bank accounts, use of facilitation money etc.

<sup>2</sup>The grievance redress committees will require sufficient skills in data management, including data entry and storage. The team will also require sensitization on conflict resolution procedures, such as mediation and reconciliation, and other management areas such as record-keeping, report-writing.



## **CHAPTER 7: MONITORING AND EVALUATION**

### **7.1 Introduction**

Monitoring and Evaluation (M&E) procedures establishes the effectiveness of all resettlement activities, in addition to the measures designed to mitigate negative environmental and social impacts. The procedures include internal track-keeping efforts, and final completion audit.

The purpose of resettlement monitoring for the Project is to verify that:

- i. Actions and commitments described in the ARAP are implemented;
- ii. Eligible PAPs receive their full compensation
- iii. ARAP actions and compensation measures have helped the people in restoring their lost incomes and in sustaining pre-project living standards and better;
- iv. Complaints and grievances lodged by PAPs are resolved.
- v. Changes in ARAP procedure are made, to improve delivery of entitlements to PAPs.

The World Bank operational policy (OP 4.12) states that the project proponent is responsible for adequate M&E of the activities. Monitoring and evaluation activities and programs will be adequately funded and staffed. Accordingly, the primary responsibility for monitoring rests with CWWDA PIT which already has social safeguards team who will work in collaboration with the RIC, GRC and other project stakeholders.

### **7.2 Monitoring and Evaluation Framework**

#### **7.2.1 ARAP Monitoring Plan**

The ARAP monitoring plan and framework involves: Internal Monitoring, External Monitoring and Completion Audit as indicated below.

**Table 7-1 ARAP Monitoring Plan**

<b>Component Activity</b>	<b>Type of Information/ Data Collected</b>	<b>Source of Information/ Data collection Methods</b>	<b>Responsibility for Data Collection, Analysis and Reporting</b>	<b>Frequency/ Audience of Reporting</b>
<b>Internal Monitoring</b>	<b>Measurement of ARAP monitoring indicators against the implementation schedule.</b>	<b>Monthly and quarterly ARAP implementation reports</b>	<b>CWWDA PIT/RIC</b>	<b>Monthly and Quarterly Report</b>
<b>External Monitoring</b>	<b>Assessment of PAPs satisfaction on compensation for the affected assets and livelihood sources</b>	<b>Quarterly or semi-annual surveys  Regular meetings and other consultation with people affected by the project; review of grievance mechanism outputs</b>	<b>CWWDA Social safeguards and RIC or GRC</b>	<b>Quarterly Report</b>
<b>Completion Audit</b>	<b>Measurement of output indicators such as productivity</b>	<b>External monitoring by other stakeholders</b>	<b>Contracted external auditing and</b>	<b>On completion of the ARAP timetable</b>

	ity gains, livelihood restoration, and developmental impact against baseline	ders , independent surveys/ scoping for social and economic performance in consultation with affected persons	evaluation agency	
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## 7.2.2 RAP Monitoring Framework

The Table 7-2 below shows internal monitoring indicators that will be checked during internal performance monitoring by CWWDA:

**Table 7-2 Internal Monitoring Indicators**

Activity/Parameters	Indicators
Compensation and Livelihood restoration	<ul style="list-style-type: none"> <li>• Number of PAPs promptly paid disaggregated by gender</li> <li>• Amounts of payments made to PAPs</li> <li>• Number of PAPS with restored livelihood enterprises</li> <li>• Use of compensation cash</li> <li>• Number of PAPs with improved livelihoods</li> </ul>
Vulnerability	<ul style="list-style-type: none"> <li>• Status of vulnerable PAPs (improved or worse)</li> </ul>
Community participation and public engagement	<ul style="list-style-type: none"> <li>• Number of local consultative meetings held</li> <li>• Type of issues raised at public consultation meetings</li> <li>• Number of participants attending public consultation meetings related to loss of assets disaggregated by gender</li> </ul>
Gender Concerns	<ul style="list-style-type: none"> <li>• Participation of women and men in trainings</li> <li>• Number of cases of GBV</li> </ul>
Grievance Redress	<ul style="list-style-type: none"> <li>• Number of grievances received and registered</li> <li>• Number of grievances resolved promptly (within the duration allowed in the grievance redress mechanism)</li> <li>• Number of outstanding grievances not resolved</li> <li>• Average timelines for resolution of grievances disaggregated by the various levels of grievance redress mechanism/institutions</li> <li>• Number of grievances referred to Level 3 (Courts of Law)</li> <li>• Number of complaints referred to World Bank</li> </ul>

## **CHAPTER 8: ARAP CONCLUSIONS AND PROVISIONS**

### **8.1 CONCLUSIONS**

The proposed protection works will be undertaken within the existing Sabaki River riparian within existing Baricho Well fields. However, a total of 2.82 acres of land belonging to 12 PAPs at the proposed 6m wide water pipeline route and 10m wide corridor and pipeline route will be impacted. All the 12PAPs are cultivating hence will experience loss of livelihood associated with farming, who include 6 female PAPs and 6 male PAPs. There will be no complete or localized displacements, this is because the PAPs own large parcels of land out of which less than 20% will be acquired for the Project, and the remaining portion of their land will still be viable.

The activities necessary for effective and meaningful consultations will lead to close interaction between the proponent and the community members leading to a high risk of spreading Covid – 19 amongst community members during the consultation process. The activities may take the form of one –on –one or onsite presence in the community, large gatherings and long duration of engagement sessions. To minimize the risk of spread of COVID-19 amongst community members, the following measures will be required to ensure social distancing and appropriate communication measures. The mitigation measures will be supervised by a social safeguards expert in the project proponent's team:

- One on one engagements for the PAPs while observing social distance and adhering to PPE wearing shall be enforced;
- Avoid congregation of more than 15 community members at one location. Where more than one person are gathered, maintain social distancing of at least 2 meters;
- The team carrying out engagements within the communities on one-on-one basis will be provided with appropriate PPE for the number of people they intend to meet;
- Ensure and allow participants to provide feedback and suggestions during meetings
- Hold meetings in small groups, mainly in form of FGDs if permitted depending on restrictions in place and subject to strict observance of physical distancing and limited duration.

## **8.2 Commitments**

in order to ensure effective implementation of the ARAP and lead to the smooth commencement of the project, the below listed commitments will be undertaken by CWWDA.

- CWWDA will compensate all the Project Affected Persons according to provisions of this ARAP including the budget for compensation and timelines as per the implementation schedule.
- CWWDA will ensure Grievances raised are addressed and resolved on a timely manner during implementation of the ARAP as provided by the GRM.
- CWWDA will promptly compensate all the vulnerable persons enumerated in this ARAP in accordance with the provisions of the entitlement matrix
- To undertake monitoring and evaluation to ensure compliance to national laws and regulations and safeguard policy.

- Appendix 1 - Sample Legal Agreement
- Appendix 2 - Approach and Methodology FlowChart & Asset Inspection Sheet
- Appendix 3 - Minutes and List of Attendance to Consultative Meetings
- Appendix 4 - Cut-Off Date Disclosure
- Appendix 5 - Grievance Register Form
- Appendix 6 - Map of Affected Land
- Appendix 7 – Asset Register & Valuation Roll – (presented separately)

**DATED** \_\_\_\_\_ **20....**

**WERU GROUP RANCH**

**- and -**

**NAME OF SELLER**

**- and –**

**COAST WATER WORKS DEVELOPMENT AGENCY**

---

**WATER AND SANITATION DEVELOPMENT PROJECT (WSDP)**

**CONSTRUCTION OF BARICHO WELLFIELD PROTECTION WORKS  
TRIPARTITE AGREEMENT FOR PURCHASE OF LAND  
CREDIT NO. 6030-KE**

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## **AGREEMENT FOR PURCHASE OF LAND**

**THIS TRIPARTITE AGREEMENT IS MADE** the                      day of                      Two Thousand  
and Twenty    One.

- (1) **WERU** **GROUP** **RANCH**  
 ..... (hereinafter called “the **Ranch**” which expression shall where the context so admits include its successors and assigns) of the first party;
- (2) \_\_\_\_\_ holder of national Identity card number  
 ..... of Post Office Box Number ....., in the Republic of Kenya (hereinafter called “the **SELLER**” which expression shall include and extend to the Seller’s personal representatives, heirs and assigns) of the second party; and
- (3) **COAST WATER WORKS DEVELOPMENT AGENCY** is a parastatal (Government Owned and Autonomous) created under the Water Act, 2016 and established through a Gazette Notice No. 59 of 26th April 2019, whose address is Post Office Box Number 90417-80100 Mombasa aforesaid (hereinafter called “the **Purchasing Entity**” which expression shall where the context so admits include its successors and assigns) of the third party).

**WHEREAS:-**

- A. The Weru Group Ranch is registered as the proprietor of KILIFI/WERU/20.
- B. Pursuant to an Agreement dated .....and the Minutes of the meeting held on....., and the letter dated 5<sup>th</sup> May 2010, the Weru Group Ranch voluntarily agreed to -transfer the Property to the following Ranch members ( herein referred ..... to ..... as ..... "the Sellers").....
- C. The Ranch consented to the partial subdivision of Block KILIFI/WERU/20 so that the same could be transferred to the members.
- D. The Seller by virtue of being a member to the Ranch is herein the bonafide owner and or Proprietor of.....(the Property).

- E. The Ranch further confirms that they do not lay any claim whatsoever on the Property and the Seller is free to proceed to use and transact over the Property.
- F. The Seller herein now agrees - in consideration of receiving a Purchase Amount in this voluntary open market purchase of land transaction - to allow the Purchasing Entity to acquire the following portion of land, measuring....., Subdivision.....(referred to as "the **Property**"); for purposes of Construction of Baricho Wellfield Protection Works.
- G. The Purchasing Entity has agreed to pay Kenya Shillings ..... (Purchase Amount) in the purchase (acquisition) of the Property.
- H. The interest being purchased (acquired) is freehold.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

1. **The Purchase Amount:**

The Purchasing Entity shall pay the Seller a purchase amount for the Property in the sum of **Kenya Shillings** \_\_\_\_\_ **Only (Kshs.\_\_\_\_\_/=)** (the "**Purchase Amount**") within sixty (60) days from the date of signing this Agreement.

2. **Payment of the Purchase Amount**

The Purchasing Entity shall transfer to the Seller the Purchase Amount through the following account:

<b>ACCOUNT NAME:</b>	
<b>BANK NAME:</b>	
<b>BRANCH:</b>	
<b>ACCOUNT NUMBER:</b>	
<b>SWIFT CODE:</b>	
<b>BANK CODE:</b>	
<b>BRANCH CODE:</b>	

3. **Completion Date**

The completion date shall be within sixty (60) days from the date hereof ("the Completion Date) or such other date as may be agreed by the parties in writing.

4. **Possession**

Vacant Possession of the property shall be handed over to the Purchasing Entity on the Completion Date.

5. **No Encumbrances**

The Property is sold subject to the Acts, Covenants, Conditions and Stipulations as more particularly set out in the documents of title relating to the Property but otherwise free from any mortgage, charge, lien or encumbrances.

6. **Registration**

The Purchasing Entity shall submit the transfer together with all the other Completion Documents for registration. Time shall be deemed to be of the essence for all the purposes of this Agreement.

7. **Completion Documents**

The Seller shall be deemed to have fulfilled their obligations under this Agreement if on or before the Completion Date, the Seller delivers the following documents

- i. The Agreed proof of ownership
- ii. Survey Plan allocating the Property
- iii. Duly executed but undated transfer in favour of the Purchasing Entity
- iv. The relevant Land Control Board consents to transfer the Property
- v. Three (3) passport sized photograph of the Seller
- vi. Valid Land Rates/Rent Clearance Certificates
- vii. A copy of the Seller's I.D. and PIN certificate; and
- viii. All such other documents relating to the Property in the Seller's possession that the Purchasing Entity may need

8. **The SELLERs warrant to the Purchasing Entity that:**

- 8.1.1 the Property is not on a buffer zone, road reserve or public land and its ownership thereof is not subject to any challenge whatsoever from the Government of Kenya, any local authority or any third party whatsoever.
- 8.2 The Seller has the necessary power and authority to sell the Property on the terms and conditions set out in this Agreement;
- 8.3 There is no law or decree or similar enactment binding on it so far as it is aware and no provision and indenture, trust deed, contract or agreement binding the Seller from affecting the Seller assets which would conflict with or prevent the Seller from entering into or performing and observing the terms of this Agreement;
- 8.4 the Seller is not engaged in nor to the best of the Seller's knowledge threatened by any litigation, arbitration or administrative proceedings relating to the Property;
- 8.5 there is no adverse claim on the Property, dispute regarding ownership, boundary, easement, rights of way or any other such matters;

- 8.6 the Seller has not given any rights of way, easement or any overriding interest and has no intention of so doing;
- 8.7 the Seller has to the best of the Seller's knowledge disclosed to the Purchasing Entity all material information relating to the Property;
- 8.8 the Seller has not received any notice from government or municipal authority or from owners of adjoining property which remain to be complied with and has disclosed all such notices received to the Purchasing Entity; and
- 8.9 the Seller will immediately disclose in writing to the Purchasing Entity any event or circumstance which may arise or become known to the Seller after the date of this Agreement and prior to Completion which is inconsistent with any of the warranties or which had it occurred on or before the date of this Agreement would have constituted a breach of the warranties or which is material to be known by a Purchasing Entity for value of the Property.

9. **Condition of the Property**

The Purchasing Entity agrees and confirms that: -

- (i) it has inspected the Property and acquire the same with full knowledge of its actual state and condition and shall take the Property as it stands. The Seller shall therefore not be required to make any improvements thereon.
- (ii) it has entered into this Agreement solely as a result of its own survey and inspection as aforesaid and on the basis of the terms of this Agreement and not in reliance upon any warranty representation or confirmation either written or oral or implied or made by or on behalf of the Seller; and

10. **Costs**

The Purchasing Entity shall meet the costs of stamp duty and registration fees on the Transfer.

11. **Waiver**

No failure or delay by the Seller or the Purchasing Entity in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or the exercise of any other claim, right or power.

12. **Survival**

Save with regard to matters which require to be fulfilled and are in fact fulfilled prior to or at the Completion Date, this Agreement shall continue to be in full force and effect.

13. **Remedies Cumulative**

Any remedy or right conferred upon the Seller or the Purchasing Entity for breach of this Agreement including the right of rescission shall be in addition to and without prejudice to all other rights and remedies available to them.

14. **Amendment**

No amendment to this Agreement shall be effective unless signed in the same manner as this Agreement.

15. **Notice**

Any notice to be given to any party to this Agreement shall be in writing and shall be deemed to be duly served upon hand delivery to the physical address, email or any other acceptable mode of service.

**16. Dispute Resolution**

16.1.1 Should any dispute arise between the Parties with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation.

17.2.2 Should such negotiations fail to achieve a resolution within Twenty-One (21) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms: -

17.2.1 such arbitration shall be resolved in accordance with the provisions of the Kenyan Arbitration Act 1995 (as amended from time to time);

17.2.2 the tribunal shall consist of one arbitrator to be agreed upon between the Parties failing which such arbitrator shall be appointed by the Chairman for the time being of Chartered Institute of Arbitrators of Kenya upon the application of either Party;

17.2.3 the award of the arbitration tribunal shall be final and binding upon the Parties to the extent permitted by law and either Party may apply to a court of competent jurisdiction for enforcement of such award; and

17.2.4 notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the Arbitrator.

17.2.3 The fees for arbitration shall be borne by the both parties equally unless otherwise awarded by the Arbitral Tribunal.

17. **Entire Agreement**

This Agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this Agreement and supersedes

all previous agreements (if any) whether written or oral between the Parties in respect of such matters.

**NAME OF SELLER**

in the presence of (NAME):-

**WITNESSED BY:**

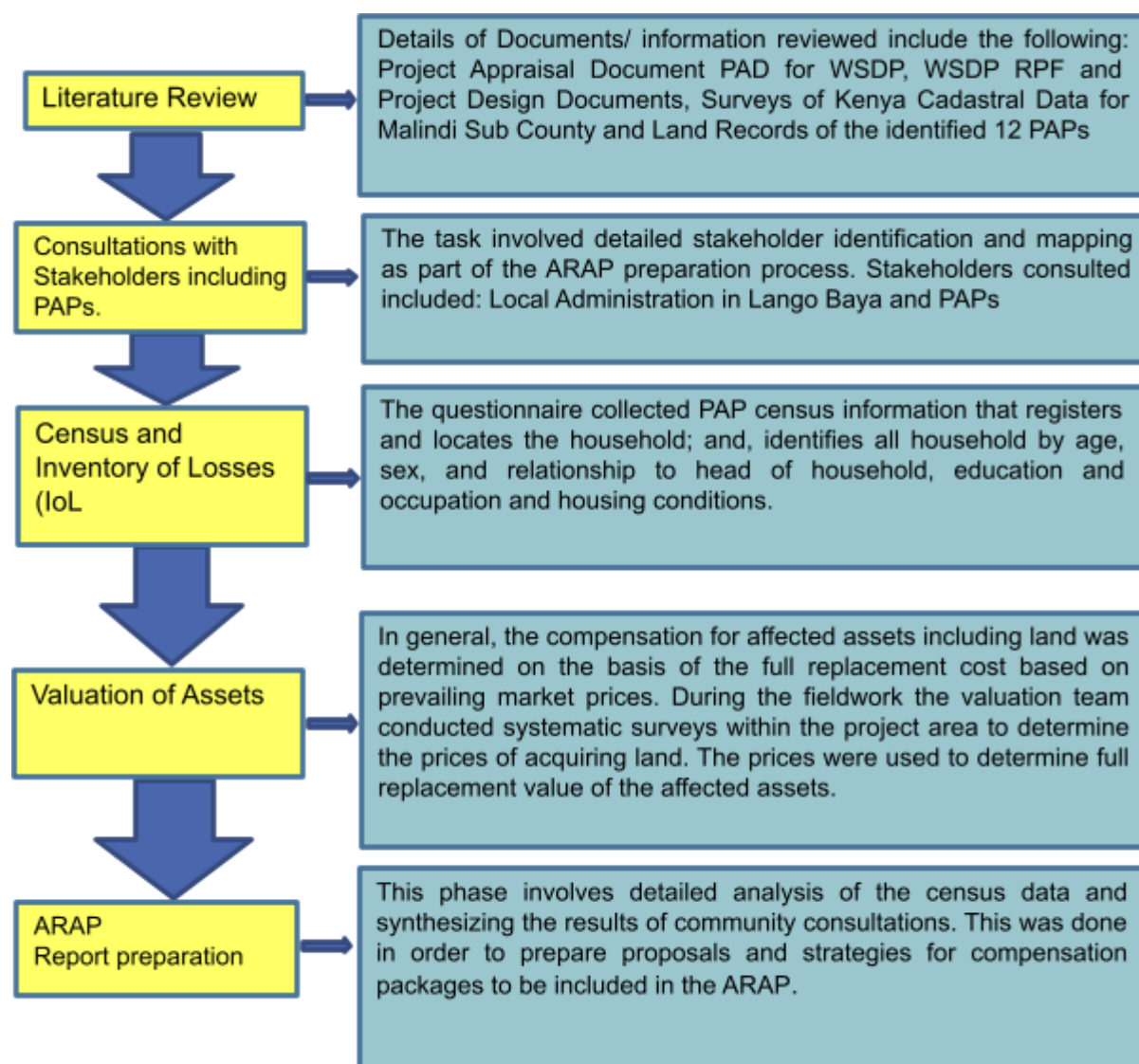
**(NAME WERU GROUP RANCH OFFICIAL):**

**SEALED** with the Common Seal of  
**COAST WATER WORKS**  
**DEVELOPMENT AGENCY** in the  
presence of:-

**CHIEF EXECUTIVE OFFICER**

**CORPORATION SECRETARY**

## Appendix 2 - Approach and Methodology Flow Chart & Asset Inspection Sheet



## Appendix 3 - Minutes and List of Attendance to Consultative Meetings

### MINUTES OF PUBLIC PARTICIPATION FORUM HELD ON THE 30TH MARCH 2021 AT LANGO BAYA ASSISTANT CHIEF'S OFFICE.

#### PRESENT:

Local Administration		
	Emmanuel Karisa Baya	Chief Lango Baya Location
	Fredrick Chembe Charo	Assistant Chief Lango Baya Sub Location
Coast Water Works Development Authority Representative. Patrick Syengo Kaluva CWWDA		
Consultant Eng Patrick Wambuki Obra Mmaiti		
Engineer Environmental		
Residents, Village Elders and Nyumba Kumi Representatives of Lango Baya Location - see attached list		

#### KEY PROJECT DATA

Client/Employer	Coast Water Works Development Agency (CWWDA)
Financing Agency	World Bank

#### MINUTES

<u>Item</u>	<u>Minutes</u>	<u>Action By</u>
1.	<p><u>Introduction</u></p> <p>The meeting was called to order by the Assistant Chief Lango Baya sub Location at 10.00 AM and a word of prayer done by a Village elder who was in attendance. The Assistant Chief welcomed the Chief Lango Baya Location to address the meeting.</p> <p>The Chief thanked residents who had created time to attend the meeting despite their busy schedules and short notice. He informed residents that Public <i>Barazas</i> were not yet open due to the Covid 19 Pandemic however, meetings touching on development could still be conducted under strict adherence to guidelines put in place by the Ministry of Health (MOH).</p> <p>The Chief reiterated the fact that Corona was still around and it was deadly. Residents were encouraged to avoid crowded places including entertainment joints where social distance is hard to be attained. He also discouraged residents who were still organizing funeral night vigils to stop it immediately, owners of music system used in such vigils were warned that if found the equipment will be confiscated and destroyed. The chief then welcomed CWWDA representative to give his remarks.</p>	<p>Assistant Chief Lango Baya Sub location</p> <p>Chief Lango Baya Location</p>



	<p>CWWDA representatives thanked residents in attendance. He informed them that the proposed project was to do protection works around the boreholes within Baricho well field in order to prevent soil erosion in the event of heavy rains like the ones experienced in the year 2018. He later invited Eng. Patrick Wambuki to share more information about the proposed project.</p>	<p>CWWDA Representative.</p>				
2.	<p><u>Project Information</u></p> <p>Eng. Patrick Wambuki informed residents that the proposed project is world bank funded, the project client is Coast Water Works Development Authority that is under the ministry of Water and Sanitation.</p> <p>He further Informed them that the proposal was to do protection works around the boreholes within Baricho well field both up and downstream. The protection works entails raising of the borehole chamber wall this will prevent water ponding in the chambers in the event a flood occurs, there will also be extension of the gabions around the boreholes to reduce soil erosion that might lead to destruction of the boreholes and finally there will be raising of the access road leading to downstream boreholes. He welcomed the Environmentalist Mr. Obra Mmaiti to address residents regarding environmental impacts and mitigation.</p>	<p>Eng. Patrick Wambuki – Consultant Representative.</p>				
3.	<p><u>Environment and Social Safeguard Report</u></p> <p>The consultant environmentalist representative Mr Obra Mmaiti informed the meeting that they were going to prepare <i>Environmental and Social Impact Assessment Report (ESIA)</i> that will capture all the environmental and social impacts of the project and provide mitigation measures. They were assured that all their opinions and concerns will be captured in the report so as to ensure the Project is acceptable by the community and also sustainable development is achieved.</p>	<p>Obra Mmaiti Environmentalist</p>				
4.	<p><u>Resettlement Action Plan (RAP)</u></p> <p>Residents were also informed that the project is planned to majorly be within the well field land however minor land extension might be necessary in order to fully protect the boreholes. Residents whose land will be affected will be identified all their assets including crops, trees and structures captured and valued for compensation purposes.</p>	<p>Obra Mmaiti Environmentalist</p>				
5.	<p><u>Question and Answer Session</u></p> <p>After discussion summarized above, the community were invited to a question and answer session under the guidance of the Assistant chief. Detailed questions and suggestion of the plenary session are presented in Table 1 below</p> <p>Table 1: Plenary Session</p> <table> <tr> <td>Suggestion / Question</td> <td>Response</td> </tr> <tr> <td>Mrs. Mwanakombo</td> <td>The meeting was informed that</td> </tr> </table>	Suggestion / Question	Response	Mrs. Mwanakombo	The meeting was informed that	
Suggestion / Question	Response					
Mrs. Mwanakombo	The meeting was informed that					

	wanted to know what will happen in a scenario where the affected land has tenants farming on it will they be compensated for their crops.	compensation is normally done in terms of land, crop, trees and structures. If tenants are farming on the affected parcel of land they will be compensated separately from the land owner.	Obra Mmaitsi Environmentalist
	Mr. Franklin wanted to know if the contractor will source for workforce within the community where the works will be implemented.	Residents were informed that all unskilled labour and some skilled labour will be sourced from the local community. Youths were encouraged to organize themselves into groups and avail themselves for consideration.	Obra Mmaitsi Environmentalist
	Samson Siri wanted to know what will happen to people who were pumping water from the river to irrigate their farms. He wanted clarification if the pipes will be damage or blocked by the proposed project.	Residents were informed that projects are not supposed to destroy sources of livelihood of the community therefore those doing farming using pumped water from the river will be given an allowance to pass their pipes and continue farming. If some pipelines are destroyed during construction, the contractor will reinstate.	Engineer Patrick Wambuki
	Mr. Mwalimu Siri wanted to know if there will be any Cooperate Social Responsibility (CSR) that will be implemented under the project	Residents were informed that they were the ones to suggest what they would like to be done for them as part of CSR. It was agreed that they can suggest three projects so that the client can take the issue up and implement the most feasible one if possible.	Obra Mmaitsi Environmentalist
	Mr. Gilbert Mwaringa wanted to know how compensation for land will be done and yet most of the residents did not have title deeds.	Residents were informed that before payments are done there will be consultations that will include the chief's office to identify the rightful owner of the property.	
	Mrs. Rehema Said wanted to know what will be done to ensure errors that occurred during the previous compensation process of	Residents were informed that the consultant will form a Grievance Redress Committee (GRC) comprising of youth, women, Vulnerable groups and People living with disability representatives that will work with the local administration to ensure real time resolution of	

	<div> <div>people around the well field are avoided.</div> <div>emerging issues during the entire period of project implementation.</div> </div>	
6.	<p><b><u>Closing Remarks</u></b></p> <p>The area assistant chief assured the consultant that the youth within his area will avail themselves during project implementation period. He requested that remuneration for the employed youth should be revised upwards since the cost of living currently is high.</p> <p>He further assured the consultant that they welcome the project and that they will offer all the necessary support.</p> <p>There being no Any Other Business, the meeting adjourned at 12 noon by a word of prayer.</p>	<p>Assistant Chief Lango Baya Sub Location.</p>

MINUTES CERTIFICATION

for

Chief Lango Baya Location

Name..... E. K. BAYA

Date..... 15.04.2021

Signature..... [Signature]



Assistant Chief Lango Baya Sub Location

Name..... FREDRICK CHERMBE CHARO

Date..... 15/04/2021

Signature..... [Signature]



Consultant's Representative

Name.....

Date .....

Signature.....

## **SAMPLE PHOTOS OF THE MEETING**



***Chief Lango Baya Location Addressing residents.***



***Lango Baya Assistant Chief addressing residents.***

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***CWWDA representative addressing residents***



***Engineer Patrick Wambuki Explaining Scope of works to residents.***





***Residents following the meeting proceedings.***



***A resident asking questions.***

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**PUBLIC CONSULTATIVE FORUM**

Date	30/3/2021	Venue	Assistant Chiefs office langk Baya
S/N		N	

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# RESETTLEMENT ACTION PLAN FOR BARICHO WELL FIELD PROTECTION WORKS.

## MINUTES FOR PAPS CONSULTATIVE FORUM HELD ON THE 11TH OCTOBER 2021 AT LANGO BAYA ASSISTANT CHIEF'S OFFICE.

### PRESENT:

#### Local Administration

Fredrick Chembe Charo

Assistant Chief Lango Baya Sub Location

#### Consultant

Eng Patrick Wambuki  
Obra Mmaiti  
Collins Juma  
Phoebe Mburu

Engineer  
Environmental  
Sociologist  
Surveyor

PAPs and Village Elders of Lango Baya Location - see attached list

#### KEY PROJECT DATA

<b>Client/Employer</b>	Coast Water Works Development Agency (CWWDA)
<b>Financing Agency</b>	World Bank

## MINUTES

Item	Minutes	Action By
1.	<p><b><u>Introduction</u></b></p> <p>The meeting was called to order by the Assistant Chief Lango Baya sub Location at 10.00 AM and a word of prayer done by a Village elder who was in attendance.</p> <p>The Assistant Chief thanked residents who had created time to attend the meeting despite their busy schedules and short notice. He informed residents that Public <i>Barazas</i> were not yet open due to the Covid 19 Pandemic however, meetings touching on development could still be conducted under strict adherence to guidelines put in place by the Ministry of Health (MOH).</p> <p>He later invited Eng. Patrick Wambuki to share more information about the proposed project.</p>	Assistant Chief Lango Baya Sub location
2.	<p><b><u>Project Information</u></b></p> <p>Eng. Patrick Wambuki informed residents that the proposed project is world bank funded, the project client is Coast Water Works Development Authority that is under the ministry of Water and Sanitation.</p> <p>He further Informed them that the proposal was to do protection works around the boreholes within Baricho well field both up and downstream. The protection works entails raising of the borehole chamber wall this will prevent water ponding in the chambers in the event a flood occurs, there will also be extension of the gabions around the boreholes to reduce soil erosion that might lead to destruction of the boreholes and finally there will be raising of the access road leading to downstream boreholes. He welcomed the Environmentalist Mr. Obra Mmaitisi to address residents regarding Resettlement Action Planning.</p>	Eng. Patrick Wambuki – Consultant Representative.
3.	<p><b><u>Resettlement Action Plan (RAP)</u></b></p> <p>Residents were informed that the project is planned to majorly be within the well field land however minor land extension might be necessary in order to fully protect the boreholes. Residents whose land will be affected will be identified all their assets including crops, trees and structures captured and valued for compensation purposes.</p> <p>This process will be open and transparent to ensure all PAPs are aware of their affected land sizes and all other assets like trees and crops.</p>	Obra Mmaitisi Environmental t

	The objective of conducting a transparent exercise is to ensure no conflicts arise within family members caused by project implementation.							
4.	<p><b><u>Question and Answer Session</u></b></p> <p>After discussion summarized above, the community were invited to a question and answer session under the guidance of the Assistant chief. Detailed questions and suggestion of the plenary session are presented in <b>Table 1</b> below</p> <p><b>Table 1: Plenary Session</b></p> <table><tr><th>Suggestion / Question</th><th>Response</th></tr><tr><td>A resident wanted to know how compensation for land will be done and yet most of the residents did not have title deeds.</td><td>Residents were informed that before payments are done there will be consultations that will include the chief's office to identify the rightful owner of the property.</td></tr><tr><td>A resident wanted to know if the contractor will source for workforce within the community where the works will be implemented.</td><td>Residents were informed that all unskilled labour and some skilled labour will be sourced from the local community. Youths were encouraged to organize themselves into groups and avail themselves for consideration.</td></tr></table>	Suggestion / Question	Response	A resident wanted to know how compensation for land will be done and yet most of the residents did not have title deeds.	Residents were informed that before payments are done there will be consultations that will include the chief's office to identify the rightful owner of the property.	A resident wanted to know if the contractor will source for workforce within the community where the works will be implemented.	Residents were informed that all unskilled labour and some skilled labour will be sourced from the local community. Youths were encouraged to organize themselves into groups and avail themselves for consideration.	<p>Obra Mmaitsi Environmental t</p> <p>Obra Mmaitsi Environmental t</p>
Suggestion / Question	Response							
A resident wanted to know how compensation for land will be done and yet most of the residents did not have title deeds.	Residents were informed that before payments are done there will be consultations that will include the chief's office to identify the rightful owner of the property.							
A resident wanted to know if the contractor will source for workforce within the community where the works will be implemented.	Residents were informed that all unskilled labour and some skilled labour will be sourced from the local community. Youths were encouraged to organize themselves into groups and avail themselves for consideration.							
5.	<p><b><u>Closing Remarks</u></b></p> <p>The area assistant chief informed all residents to go to their respective parcels of land for enumeration to commence. There being no Any Other Business, the meeting adjourned at 12 noon by a word of prayer.</p>	Assistant Chief Lango Baya Sub Location.						

**SAMPLE PHOTOS OF THE MEETING**



***Eng Patrick Addressing residents.***



***Lango Baya Assistant Chief addressing residents.***



***A resident asking questions.***

# ATTENDANCE LIST- LANGO BAYA LOCATION

Attendance List				
No	NAME	Village/ Designation	Phone No.	Sign
1.	NRARO HESBONE KAGIMBI	AG. CHIEF	0728873028	
2.	FREDRICK CHEMBE CHARO	ASST. LANTUANYA	0705751316	
3.	Collins Juma	Environmentalist	0711806553	
4.	En'cison Wanje	Mkulima	0757429739	
5.	Kazungu Wanje	Mkulima		
6.	Nyale Nyale	Mkulima		
7.	Wanie Nyale	Mkulima		
8.	Tabu Bakati Kitiro	Mkulima		
9.	Bendera charo Kiboko	Mkulima		
10.	Kadiri charo Kiboko	Mkulima		
11.	ROBERT FONDO	Mkulima	0716314770	
12.	Clinton Wanje	Mkulima	0745612008	
13.	Obra Mmaiti	Environmentalist	0729766004	
14.	Kayen charo Kiboko	Mwenye Shaba	0718864967	
15.	PHOEBE WANGICHU	SURVEYOR STRECO	0721451308	
16.	Patrick W. Wambuki	STRECO - ENGINEER	0721220829	
17.	William S. Baya	Mkulima	0776162172	
18.	Hamisi Kadenge	Mkulima	0799131169	
19.	Kadwa Kadenge	Mkulima	0714381858	
20.	Onesmus L. Muriu	MURUMBA VEB	0717487150	

## MINUTES CERTIFICATION

Assistant Chief Lango Baya Sub Location

Name.....Fredrick Chembe Charo

Date .....11<sup>th</sup> October 2021

Signature.....  
...

Consultant's Representative

Name...Patrick Wambuki

Date .....11<sup>th</sup> October 2021



Signature.....  
 ...

## RESETTLEMENT ACTION PLAN FOR BARICHO WELL FIELD PROTECTION WORKS.

### MINUTES FOR PAPS CONSULTATIVE FORUM HELD ON THE 3rd NOVEMBER 2021 AT BARICHO WATER WORKS OFFICES.

#### PRESENT:

Hesbon Kajimbi	Chief , Lango Baya Location
Fredrick Chembe Charo	Assistant Chief Lango Baya Sub Location
Eng Patrick Wambuki	Consultant
Haji Massa	CWWDA
Hope Makalo	
Joyce Mutinda	

PAPs - see attached list

#### KEY PROJECT DATA

<b>Client/Employer</b>	Coast Water Works Development Agency (CWWDA)
<b>Financing Agency</b>	World Bank

#### MINUTES

<u>Item</u>	<u>Minutes</u>
6.	<p><b><u>Introduction</u></b></p> <p>The meeting was called to order by the Assistant Chief Lango Baya sub Location at 11.00 am and a word of prayer done by one of the PAPs who was in attendance.</p> <p>The Assistant Chief thanked the PAPs who had created time to attend the meeting despite their busy schedules and short notice. He informed PAPs to maintain Covid 19 Pandemic protocols by the Ministry of Health (MOH).</p> <p>Eng. Patrick Wambuki welcomed all present and invited CWWDA staff to participate in the meeting.</p>

	<p>Mr. Haji informed the meeting that this was a follow up of the previous meetings and that the issue of compensation for the land and crops that shall be affected by the project is at advanced stage. He requested all those that shall be affected to open bank account for the purpose of receiving the compensation money when it comes.</p> <p>He further informed them that the list of farmers to be compensated had indicated that there were some PAPs who had passed on and leaving behind widows and children who shall receive compensation. It was then important for each family to decide who would receive compensation and how much each would receive. This was agreed to be agreed in the respective family private meetings witnessed by the assistance chief.</p> <p>The following are notes at family meetings with each of the three families where the male landowner is dead and has left behind more than one widow (B01 and B03) or the land was jointly owned by two brothers but one brother is dead, leaving behind a son (B3)</p>																					
7.	<p><b><u>Charo Kiboko Family</u></b> (Asset Register PAP reference no. B02)</p> <p><b>attendants</b></p> <table><tr><th>Name</th><th>Relation</th><th>ID no.</th></tr><tr><td>Kayerii Charo Kiboko</td><td>Son</td><td>4582441</td></tr><tr><td>Bendera Charo Kiboko</td><td>Window</td><td>4582442</td></tr><tr><td>Kadii Charo Kiboko</td><td>window</td><td>4582412</td></tr></table> <p>It was reported that Mr Charo Kiboko had passed on and left 3 widows, two are alive and the third one who had since died was represented by his son Kayeri Charo Kiboko. It was agreed that the compensation for both land and crops, trees and maize shall be split into 3 and each widow/representative to receive equal share. The widows shall receive additional cash due their vulnerability.</p> <p>The family represented by Kayeri Charo Kiboko the son to one of Charo kiboko's widow who had since passed on shall take care of the siblings in sharing /utilising the compensation fairly</p>	Name	Relation	ID no.	Kayerii Charo Kiboko	Son	4582441	Bendera Charo Kiboko	Window	4582442	Kadii Charo Kiboko	window	4582412									
Name	Relation	ID no.																				
Kayerii Charo Kiboko	Son	4582441																				
Bendera Charo Kiboko	Window	4582442																				
Kadii Charo Kiboko	window	4582412																				
8.	<p><b><u>Wanje Nyale Nyache Family</u></b> (Asset Register PAP reference no. B03)</p> <table><tr><th>Name</th><th>Relation</th><th>ID no.</th></tr><tr><td>Wanje Nyale Nyanje</td><td>Father</td><td>4582409</td></tr><tr><td>Edward Nyale Wanje</td><td>Son</td><td>32214786</td></tr><tr><td>Kasungu Wanje</td><td>son</td><td>26182447</td></tr><tr><td>Joseph Changawa Wanje</td><td>son</td><td>28823915</td></tr><tr><td>Erickson Wanje</td><td>son</td><td>34490116</td></tr><tr><td>Nyale Wanje</td><td>son</td><td>11789165/14</td></tr></table> <p>It was reported that the land belongs to two brothers but one was dead, however, his son was in the meeting (Nyale Wanje). It was agreed that compensation on land shall be split into equal parts and paid to both Mr. Nyale Wanje and Mr.Wanje Nyale Nyanje while the amount for crops and trees shall be paid to Mr.Wanje Nyale Nyanje plus the additional amount due to his vulnerability (elderly)</p>	Name	Relation	ID no.	Wanje Nyale Nyanje	Father	4582409	Edward Nyale Wanje	Son	32214786	Kasungu Wanje	son	26182447	Joseph Changawa Wanje	son	28823915	Erickson Wanje	son	34490116	Nyale Wanje	son	11789165/14
Name	Relation	ID no.																				
Wanje Nyale Nyanje	Father	4582409																				
Edward Nyale Wanje	Son	32214786																				
Kasungu Wanje	son	26182447																				
Joseph Changawa Wanje	son	28823915																				
Erickson Wanje	son	34490116																				
Nyale Wanje	son	11789165/14																				
9.	<p><b><u>Kadenge Mwachanze Family</u></b> (Asset Register reference no. B01)</p> <table><tr><th>Name</th><th>Relation</th><th>ID no.</th></tr></table>	Name	Relation	ID no.																		
Name	Relation	ID no.																				



	Harusi Kandenge	widow	1314662
	Kadzo Kadenge	Widow	3890878
	It was agreed that both widows shall receive equal portions of the compensation for land, crops and trees plus the additional amount due to their vulnerability.		
10.	<b><u>Question &amp; Answer session</u></b> Qn1. Is any bank ok to open an account for the payment or must it be a specific bank? A. Any bank is ok. KCB is the bank for CWWDA accounts. To minimise time of cheque maturity KCB is preferable.  Q2. Can the payment be made through M-Pesa instead of through cheque? A. For record purposes M-Pesa is not acceptable but cheque system.  Q1. If I have an account as the son can the payment be made to me? <u>A.</u> If the parent has the ability to make transactions, then payment to any other person is not acceptable. However, the parent can give written consent witnessed by the Area Chief if he/she so wishes. But this is not encouraged.		
11.	<b><u>Closing Remarks</u></b>  Mr Haji Masa Thanked the assistant chief for agreeing to participate in the meetings and his wise advice to all. There being no Any Other Business, the meeting adjourned at 1.05pm.		

### **MINUTES CERTIFICATION**

#### **Assistant Chief Lango Baya Sub Location**

**Name...Fredrick Chembe Charo**

**Date ... 3<sup>rd</sup> November 2021**

**Signature.....**

#### **Consultant's Representative**

**Name...Patrick Wambuki**

**Date ...3<sup>rd</sup> November 2021**

**Signature.....**

## **ATTENDANTS LIST**

Mecky Langu Baya 3/11/2021

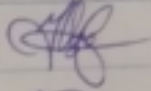
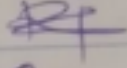
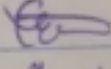
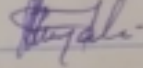
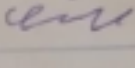

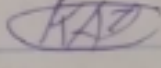

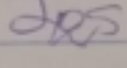
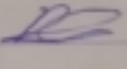
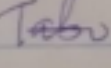
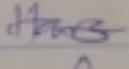
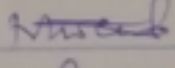
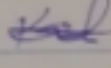
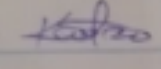

Name	ID/no	Sign
NRARO HESBONE KASIMBI	-13448110	
ROBERT FONDO KAZUNGU	-34150917	
EDWARD NTALE WANJE	-34214786	
KATERI CHARO KIBOKO	-4582441	
NTALE NTANJE NTALE	-11789765	
<del>HABUNTORI HANNINGTOR</del> NIKILTA KAMBUU	-4582184	
KAZUNGU WANJE NTALE	-26182447	
WANJO NTALE	-4582409	
JOSEPH WANJE NTALE	-28823915	
AGNES KAZUNGU FONDO	-20198443	
THABO BAHATI KITIRO	-9772747	
HARUSI KADENGE MWACHANJE	-13142662	
NWENDA WARA THOTA	-82436574	
KADII CHARO KIBOKO	-4582412	
KADZO KADENGE MWACHANJE	-3890878	
BENDERA CHARO KIBOKO	-4582422	

Photo of attendants as meeting progressed



# RESETTLEMENT ACTION PLAN FOR BARICHO WELL FIELD PROTECTION WORKS.

## MINUTES FOR PAPS CONSULTATIVE FORUM HELD ON THE 17<sup>th</sup> NOVEMBER 2021 AT BARICHO WATER WORKS OFFICES.

### PRESENT:

<b>Fredrick Chembe Charo</b>	<b>Asst. Chief , Lango Baya Location</b>
<b>Haji Massa</b>	<b>CWWDA</b>
<b>Jonathan Mwamvula</b>	
<b>Joyce Mutinda</b>	

PAPs - see attached list

### KEY PROJECT DATA

<b>Client/Employer</b>	Coast Water Works Development Agency (CWWDA)
<b>Financing Agency</b>	World Bank

### MINUTES

<u>Ite m</u>	<u>Minutes</u>	<u>Action By</u>
<b>1.</b>	<p><b><u>Introduction</u></b></p> <p>Mr. Haji called the meeting to order at 2:45pm. and requested a member to offer an opening prayer. He welcomed the members and introduced the meeting's agenda as to issue compensation pay slips to the project affected persons. He reminded the PAPs that the objective of the project is to bring more benefits than negative impacts to all. The PAPs were also reminded that the compensation was expected to enhance family cohesiveness rather than bring animosity within the families.</p>	CWWDA
<b>2.</b>	<p>The PAPs were issued with their individual pay slips and those who needed clarification on affected properties , rates, calculations and the shared compensation for families with more than one PAP were assisted to understand</p>	CWWDA

<b>3.</b>	It was confirmed that the PAPs had not yet opened personal Bank Accounts. CWWDA promised to liaise with the banks and the area chief to assist them.	CWWDA PAPs
<b>4.</b>	<p><b>Question &amp; Answer session</b></p> <p>Q. How soon shall we get the payment, before or after festive season.?</p> <p>A. The remaining steps are that agreement forms will be brought for your signature and those of the relevant witnesses. You will be required to attach photocopies of national ID card, after which collection of the signed forms will be done for payment voucher preparation once the report is approved by the World Bank. Payment voucher preparation to issuing of cheques is expected to take not more than two weeks.</p>	CWWDA
<b>5.</b>	<p><b>Closing Remarks</b></p> <p>Mr Haji Masa thanked the PAPs for participating in the meetings and encouraged continued cooperation throughout the project implementation period.</p> <p>There being no Any Other Business, the meeting adjourned at 3.30pm.</p>	<b>ALL</b>

### **MINUTES CERTIFICATION**

#### **Asst Chief Lango Baya Sub Location**

**Name.....Fredrick Chembe Charo**

**Date .....17<sup>th</sup> November 2021**

**Signature.....**

#### **CWWDA Representative**

**Name...Haji Massa**

**Date ...17<sup>th</sup> November 2021**

**Signature.....**

## **ATTENDANCE LIST- BARICHO WATER WORKS**

BARICHO WETLAND PROTECTION WORKS  
PAPs CONSULTATIVE MEETING

VENUE: BARICHO WATER WORKS

DATE 17/11/2021

S/NO	NAME	ID/NO	Gender M/F	Sign
1	KADZO NYARJE NYALE	5638912	F	
2	HARRINGTON MUKITA	4582184	M	
3	EDUARD NTALE	34213786	M	
4	KAZUNGU FONDO	-	M	
5	KIARJE NTALE	4582409	M	
6	TABU BAHATI	-	F	
7	GANGA KAZUNGU	-	F	
8	MWIENDA KIRATHOTA	8436574	F	
9	HARISI KADENGO MWACHAMU	13442662	F	
10	KADII CHADO KIBOKO	4582412	F	
11	BENDERA CHADO KIBOKO	4682422	F	
12	JOSEPH CHANGAKIA KIARJE	28823918	M	
13	KAYERI CHADO KIBOKO	4382441	M	
14	JOYCE KANINI MUTINDA	2986073	F	
15	JOHN TINDI M MWAVULA	13822752	M	
16	Haji KASCA	9880973	M	
17	NZARO H. KAFIMBI	13448110	M	
18	Kadzo Kadengo Mwachamu	3890878	F	



## Photo Gallery



PAPs being Issued with Compensation Pay Slips

### Sample Compensation Pay Slip

**Contract Name:**

BARICHO WELLFIELD PROTECTION WORKS

**Contract No.**

KE-CWWDA-87234-CS-QCBS

**Name of PAP:**

**ID No.**

**Tel. No.**

**Gender: F/M**

**Location:**

Langobaya

Affected Property/ Plant/ Crop	Quantit y	Amount Kshs
Land	Acre	
Maize Plants	Acre	
Coconut Trees	number	
Mango Trees	number	
Banana Plants	number	
15% Disturbance		
Vulnerability		
<b>Total Amount</b>		

## **REPUBLIC OF KENYA**



### **Coast Water Works Development Agency**

**Contract Name: Consultancy Services for Preparation of Detailed Designs, Tender Documents, Environmental and Social Impact Assessment Report (ESIA) and Construction Supervision of the Baricho Well-Field Protection Works**

#### **ABBREVIATED RESETTLEMENT ACTION REPORT (ARAP)**

## **DISCLOSURE OF CUT-OFF DATE**

**This is to notify all interested persons in the above referenced Project that the cut-off date for enumeration of assets and sources of livelihood for proposed Baricho Well-Field Protection Works was established to be 30<sup>th</sup> March 2021**

**Therefore, any asset or livelihood source established after this date will be ineligible for compensation.**

**CHIEF EXECUTIVE OFFICER**  
**COAST WATER WORKS DEVELOPMENT AGENCY**



## Appendix 5 - Grievance Register Form

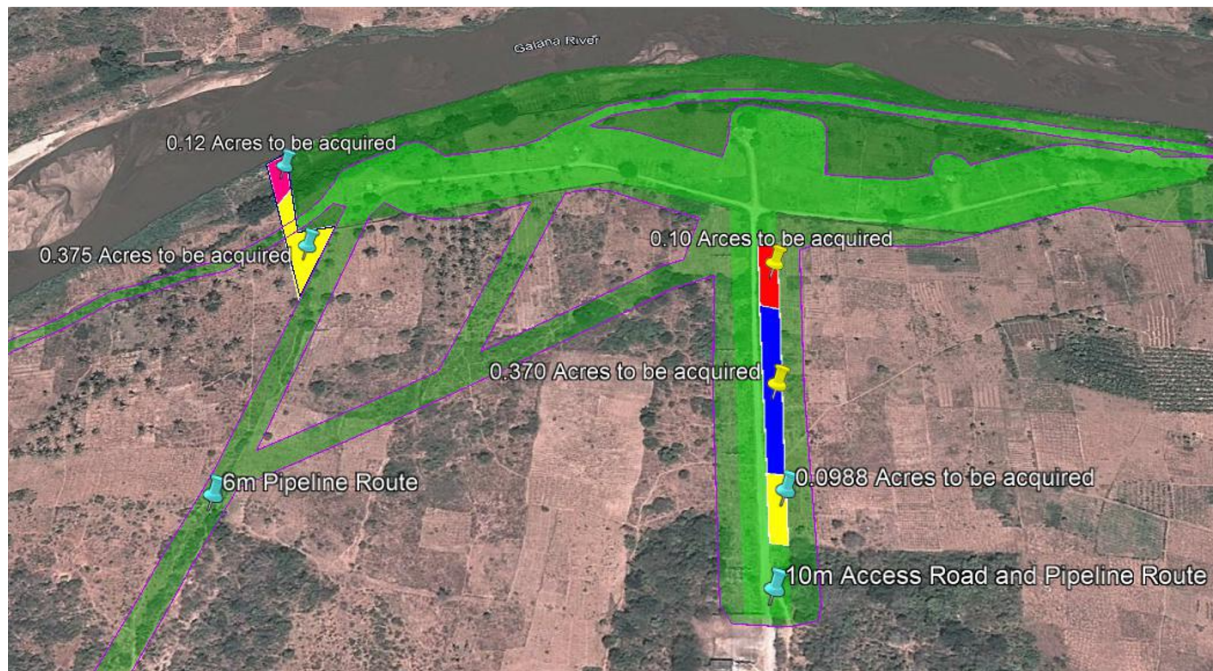
Grievance Form				
Grievance Number			Copies to forward to:	
Name of the Recorder			(Original)-Receiver Party	
Sub-County			(Copy)-Responsible Party	
Date				
INFORMATION ABOUT GRIEVANCE				
Define The Grievance:				
INFORMATION ABOUT THE COMPLAINANT				Forms of Receive
Name-Surname			<input type="checkbox"/> Phone Line <input type="checkbox"/> Community/ Information Meetings <input type="checkbox"/> Mail <input type="checkbox"/> Informal <input type="checkbox"/> Other	
Telephone Number				
Address				
Village				
Sub-County				
Signature of Complainant				
DETAILS OF GRIEVANCE				
<b>1. Access to Land and Resources</b>  a) Fishing grounds b) Lands c) Pasturelands d) House e) Commercial site f) Other	<b>2. Damage to</b>  a) House b) Land c) Livestock d) Means of livelihood e) Other	<b>3. Damage to Infrastructure or Community Assets</b>  a) Road/Railway b) Bridge/ Passageways c) Power/Telephone Lines d) Water sources, canals and water infrastructure for irrigation and animals e) Drinking water f) Sewerage System g) Other	<b>4. Decrease or Loss of Livelihood</b>  a) Agriculture b) Animal husbandry c) Beekeeping d) Small scale trade e) Other	<b>5. Traffic Accident</b>  a) Injury b) Damage to property c) Damage to livestock d) Other
<b>6. Incidents Regarding Expropriation and Compensation (Specify)</b>	<b>7. Resettlement Process (Specify)</b>	<b>8. Employment and Recruitment (Specify)</b>	<b>9. Construction Camp and Community Relations</b> a) Nuisance from dust b) Nuisance from noise c) Vibrations due to explosions d) Misconduct of the project personal/worker e) Complaint follow up f) Other	<b>10. Other (Specify)</b>
GRIEVANCE RESOLUTION	<b>Comment</b>			



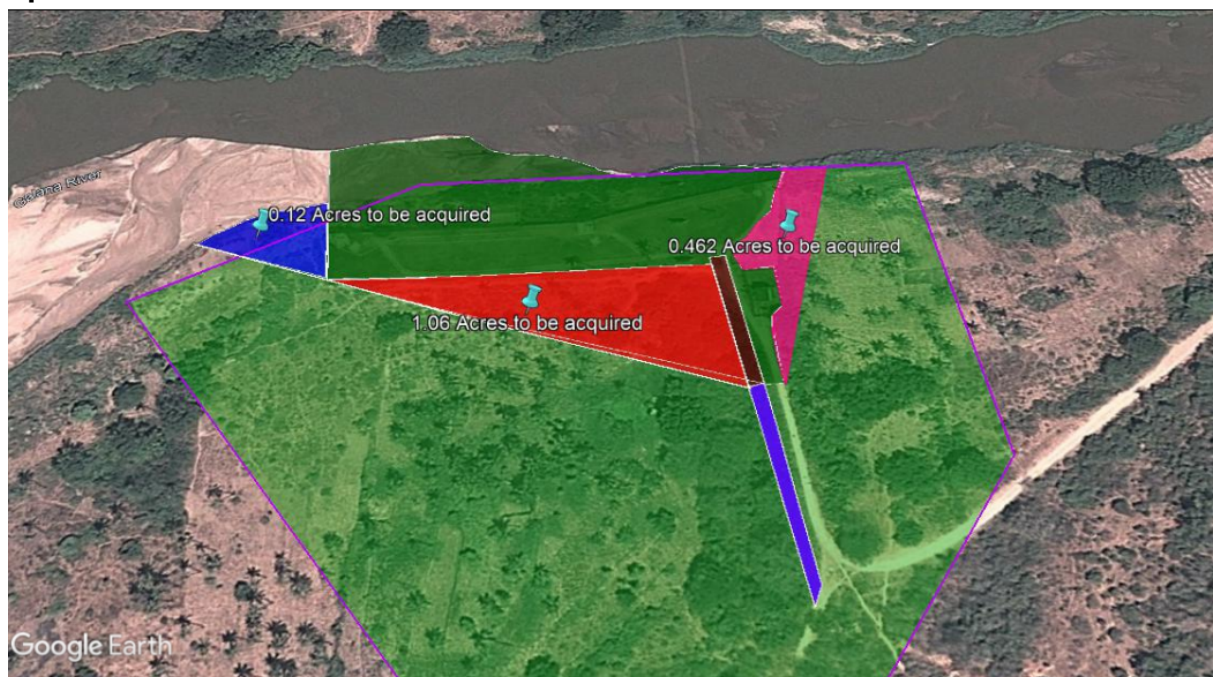


## Appendix 6 Map of Affected Land

### Downstream Wellfield



### Upstream well Field



## **Appendix 7 Valuation Roll / assets register**