

Environmental and Social Monitoring Report

Project Number: 48346-002
Grant: 0514/0515

Semi Annual Report (July-December 2019)
December 2019

SOL: Solar Power Development Project

Prepared by Solomon Islands Electricity Authority (Solomon Power) for the Solomon Islands Government and the Asian Development Bank.

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SOLAR POWER DEVELOPMENT PROJECT

SOLOMON ISLANDS

SEMI ANNUAL REPORT 2019

(JUL-DEC 2019)

DEC 2019

Abbreviations

ADB	Asian Development Bank
CEMP	Contractor Environment Management Plan
ECD	Environment Conservation Division
EPC	Engineer, Procure and Construct
ESO	Environment Safety Officer
GMCW	General Manager Capital Works (in SP)
GRM	Grievance redress mechanism
IEE	Initial Environment Examination
MECDM	Ministry of Environment Conservation, Climate Change, Disaster Management and Meteorology
MLHS	Ministry of Lands Housing and Survey
MMERE	Ministry of Mines, Energy and Rural Electrification
PAMPPTA	Project Administration Manual (agreed between government and ADB)Project Preparatory Technical Assistance
PE	Project Engineer (of the Contractor)
PER	Public Environment Report
PM	Project Manager (for the project, in SP)
PMU	Project management unit (in SP, delivering the project)
RP	Resettlement Plan
SEMP	Site Specific Environment Management Plan
SIG	Solomon Islands Government
SP	Solomon Power
SPDP	Solar Power Development Project
SPS	Safeguard Policy Statement 2009 (of the ADB)
UXO	Unexploded Ordinance

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1. Introduction

1.1. Background to the Project

The Solomon Islands Government (SIG) with assistance from Asian Development Bank (ADB) provided support for the development and operation of grid connected solar-diesel-battery power stations at five provincial centres in the Solomon Islands, which would largely substitute for existing diesel generation. This includes the provincial towns of Kirakira in Makira-Ulawa Province, Malu'u in Malaita Province, Munda in Western Province, Lata in Temotu Province and Tulagi in Central Province.

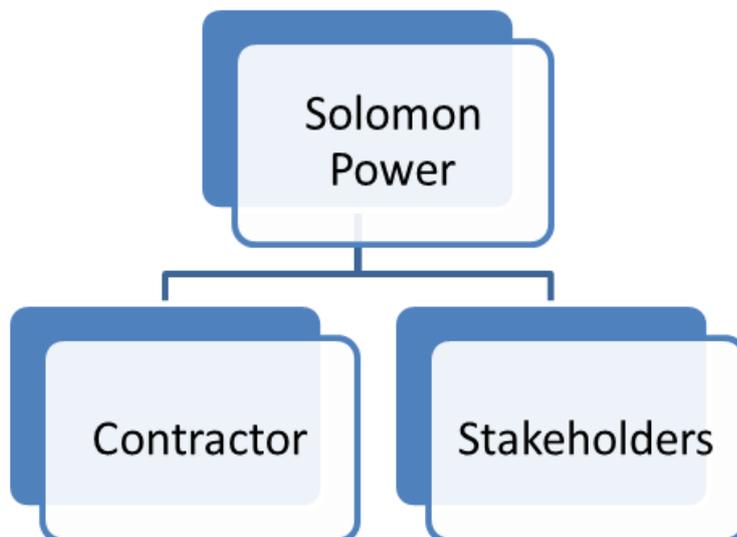
The Project was classified by ADB as Environmental Category B. An Initial Environment Examination (IEE) Report was completed in 2016 for the five project sites in compliance with the ADB Safeguard Policy Statement (SPS, 2009) and is comparable to Public Environment Report (PER) under the SIG Environment Act 1998.

The Resettlement Plan was formulated to be consistent with ADB SPS, Safeguard Requirement 2 on Involuntary Resettlement and the Solomon Islands Land and Titles Act, which govern rights and processes for land access in April 2016.

1.2. Institutional Arrangement

The overall organizational structure for environmental and social management for the project is shown below.

Figure 1 Solomon Power's Organisational Structure



1.2.1. Solomon Power (SP)

The overall management of all monitoring tasks comes under the SP. This covers all aspects of required activities including coordination with other agencies that have national responsibilities over some of the tasks. The organization is responsible for general project execution and with day-to-day project management activities, as well as monitoring and reporting.

SP, through the Capital Works division is the key contact for the project. The division is responsible for the delivery of a capital program. This aims at expanding and developing SP's position to meet future demands and challenges and is supported by all other SP divisions to ensure reliable, efficient and safe provision of energy. Consultancy firms were engaged by SP to support UXO, Geo-Technical Surveys, Topographic Surveys and Safeguards monitoring for the project.

1.2.2. Civil/Electrical Contractor

The project is an Engineer, Procure and Construct (EPC) contract. Contract signing was completed in December 2018. The contractor is responsible for implementing all environmental, health and safety actions in the EMP. This include the production of site specific environment management plans (SEMP) for each site as part of the Contractor Environment Management Plan (CEMP) for the project and recruitment of an environmental safety officer (ESO) and a deputy ESO whose responsibilities includes:

- Coordinating with Solomon Power for updating the EMP;
- Produce site specific EMPs for each site as part of the CEMP;
- Engage a suitable organization to undertake STIs/HIV/AIDS/Malaria/Dengue briefings and awareness raising amongst the contractor's employees.
- Contractor complies with the clauses in the contract and bidding documents in respect of environment, health and safety;
- Ensuring the contractor does not commence construction activities until requisite approvals have been received from ECD, provincial authorities, SP and Mine and Energy Division (MED);
- Participating in monitoring with Solomon Power to ensure environmental social management activities are reported as required;
- Produce monthly environment and social monitoring reports to SP and
- Facilitating consultation with the affected stakeholders and ensuring smooth implementation of the project.

1.2.3. Environment & Conservation Division (ECD)

As the national agency responsible for environment and conservation, the ECD was involved in various aspects of the EMP. This include formal approval in 2016 for the project's IEE. Under the consent condition, ECD was tasked to assist in auditing the implementation and compliance to the EMP.

1.2.4. Provincial Government

The provincial government manages development occurring on provincial boundaries. Their roles include issuing approvals and permits. SP and the contractor are responsible for liaising with provincial planning divisions to ensure relevant permits are issued for each project.

1.2.5. Royal Solomon Islands Police Force

Solomon Islands was a battle ground during World War 2 (WW2). It is important contractor immediately cordon off the area, arrange the evacuation of nearby residences and inform the RSIPF of a find.

1.2.6. Communities and Residents

According to the PPTA IEE, it was assumed to be less than 500 people or 90 households. Majority were those living near project sites or along hauling routes. The communication plan provides an overall strategy which sets out a mechanism to which SP and other relevant agencies, primary beneficiaries, communities and other stakeholders (such as civil society organizations) can generate and receive project information in a timely fashion, exchange views, ideas and suggestions with regard to project policy, planning, project scoping, design and implementation including monitoring. Community elders and chiefs are required to facilitate discussion with their tribes on easement for distribution lines. Provide support to SP on GRM issues, identifying landowners, signing the MOU and ensuring smooth implementation of the project.

1.3. Current works

Installation works in Munda are nearing completion while works at Tulagi commenced in September 2019.

Table 1: Current Works

Subproject	Status
Munda	Construction of concrete platform for generator, Ring Main Unit and Transformer.
Tulagi	Vegetation clearing, drainages, fencing, installation of solar panels and concrete platform for generator.
Kirakira	Construction works yet to commence.
Malu'u	Construction works yet to commence.
Lata	Construction works yet to commence.

1.4. Purpose of report

This report provides project updates for the period of July to Dec 2019. It is prepared in line with the project administration manual and ADB SPS.

2. Consultations

Table 2: A summary of the consultation outcomes.

Date	Stakeholders	Subproject	Comments
2 nd August 2019	United Church	Munda	Discussed the relocation of the borehole with the United Church General Secretary. A new borehole was completed in Sep 2019.
2 nd August 2019	United Church	Munda	SP discussed with CBS Power Solution Ltd on EMP compliance and commitment. Contractor to remove all construction waste at the completion of the subproject.
September /December 2019	Asset owner	Tulagi	Ongoing consultation with Harry Bonogo who owned an abandoned shed in Tulagi. Harry eventually agreed with SP's offer to remove his asset, and was compensated based on market value.
2 nd December 2019	MID	Tulagi	SP discussed with CBS on EMP compliance and commitment.
November and December 2019	Commissioner of Lands and Lands officers	Lata	Lata land acquisition is currently being pursued with the Commissioner of Lands (COL) and registry of title. Land title is likely to be granted to SP in March 2020.

3. Implementation of Environment Safeguards

3.1. Development Consent

ECD issued development consent for the project following submission of the initial environment examination in 2016. Consent granted in February 2017 (See annex 2) covers five of the subproject sites. SP had integrated the requirements of the IEE/PER and consent conditions into the bid documents. SP and the contractor have complied with the consent conditions.

3.2. Safeguards Specialist

A consultant was engaged fulltime by SP recently in mid-December 2018 for a year to manage safeguards work pursued under the capital works department. His contract was extended to December 2020. The TOR includes:

- Preparation of screening reports, proposal applications, Environment Social Management Plans and Public Environmental Reports for subprojects as required to meet requirements of the Environment Act 1998 and ADB SPS;
- Arrange public consultation to advise affected communities of the scope and scheduling of the subprojects;
- Arrange for EMP to be attach to Bid Document;
- Arrange for reports to be sent to the MECDM and ADB for evaluation. Following approval by the MECDM and the issuing of permits/approvals advise the SP and ADB of the approval;
- Evaluate and approve the SEMP's and CEMP's prepared by the contractors as a condition of the contract;
- Undertake regular site visits to independently monitor the contractor's compliance with the SEMP's and CEMP.

3.3. Site Specific EMPs and CEMP

Following the signing of contract, the contractor (CBS Power Solutions (Fiji) Pte Limited) conducted site visits and commenced drafting of SEMP's for each site as part of the CEMP. ADB and SP reviewed the CEMP and revert comments back to the contractor in April 2019. The contractor was advised to resubmit CEMP based on the detail design for each site. Since there are no major changes made to the concept designs, the Tulagi SEMP was approved by SP. The revised versions will be submitted to ADB for clearance here on.

Table 3: Project status

Project s (2020)	Planning and Design Stage			Post Procurement Implementation				
	Category	FS Type	Dev Cons	Contracto r Inception	Constructio n commences	Submission of CEMP	Approval	Monitoring
Munda	B	IEE	3/2/201 7	17/8/2018	March 2019	Feb 2019	SP approval	5/8/2019
Tulagi	B	IEE	3/2/201 7	17/8/2018	September 2019	Feb 2019	SP approval.	2/12/19
Kirakira	B	IEE	3/2/201 7	17/8/2018	Not Yet	Feb 2019	Yet to be cleared by SP and ADB	No monitoring
Malu'u	B	IEE	3/2/201 7	17/8/2018	Not Yet	Feb 2019	Yet to be cleared by SP and ADB.	No monitoring
Lata	B	IEE	3/2/201 7	17/8/2018	Not Yet	Detail design yet to be finalized	Detail design yet to be finalized.	No monitoring

3.4. Monitoring

The SP project engineer, SP construction manager and safeguard specialist carried out progress inspections including monitoring for Munda and Tulagi Solar Hybrids. The contractor's onsite project engineer was advised on every site meeting to be consistent with safety and environment management protocols and compliances to the SEMP and CEMP. There are no major environmental and social issues/concerns except for safety issues, management of construction waste, no records of trainings and GRM issues cited and drainage system in the case of Tulagi. The contractor was asked to provide additional wheelie bin and ensure free flow of water in the drainage system to avoid stagnant water. The contractor's ESO was not present during the site visits. The contractor's project manager will be informed in advance for the next site visit so that the ESO is present.

3.5. Non Compliances

Table 4: Table indicating Contractor's non-compliant.

Project Site	Non Compliance	Actions
Munda.	Workers not in full PPE.	Site engineer was advised to ensure all workers wear appropriate PPEs.
Tulagi.	Two workers not in full PPE. No helmets and hand gloves.	Site engineer was advised to ensure all workers wear appropriate PPEs.
	Solid Waste.	A wheelie bin in place. Provide at least one more so that there is segregation of waste.
	No records of training and GRM issues cited during the visit.	Instruction to prepare records of trainings and GRM issues.
	Stagnant water.	Site engineer was advised to ensure free flow of water in the drainage system.

4. Implementation of Social Safeguards

4.1. Land's officer

Following the recruitment of the Lands officer in May 2019. SP progressed into acquisition of the Lata land that was pending for quite some time now. The Lands officer's TOR include:

- Facilitate land acquisition processes for sites identified by the capital works division;
- Develop a Survey and Valuation plan for all the sites requiring acquisition;

- Ensuring all land are fully acquired and registered according to the Lands and Titles Act;
- Facilitation the registration process for all unregistered and newly acquired land;
- Ensuring a smooth transfer of title to SP;
- Inventory and costing of Non- Land assets; and
- Consultation and Census on Affected Person.

4.2. Land Acquisition

Acquisition for the Lata land commenced in November 2019 and SP is likely to receive the land title in March 2020. The table below provides updates of SP land tenure status.

4.3. Resettlement Plan

The PMU is scheduled to complete the updated version of the RP in April 2020. The date was rescheduled so that a livelihood survey for the Lata site is also captured in the updated RAP after the title is acquired.

Table 5: Land Tenure Status

Project site with land acquisition requirement	Solomon Power Parcel	Area (ha)	Grantor/Leaser	Status	Premium	Rent per year
Munda (New Georgia Is. Western	120-001-5	2.4998	Commissioner of Lands	Granted in Feb 2018	\$221,860.00	\$21, 186
Malu'u	134-002-89	0.2999	Commissioner of Lands	Granted in Feb 2018	\$4,022.45	\$402.00
Tulagi	181-003-239,	0.1425	Commissioner of Lands	Granted in May-2019	\$21,390.00	\$2,139.00
	181-003-240	0.1002	Commissioner of Lands	Granted in May 2019	\$15,030.00	\$1,503.00
	181-003-021	0.467	Commissioner of Lands	Granted in Mar-2018	\$81,021.00	\$8,102.00
Kirakira	252-001-9	0.3184	Premier, Makira/Ulawa Assembly	Granted in Oct-2017	\$23,104.00	\$1,848.32
	252-001-10	0.5299	Premier, Makira/Ulawa Assembly	Granted in Oct-2017	\$34,598.00	\$2,767.84
	252-001-11	0.4898	Premier, Makira/Ulawa Assembly	Granted in Oct-2017	\$ 28,252.00	\$2,260.00

	252-001-12	0.1489	Premier, Makira/Ulawa Assembly	Granted in Oct-2017	\$11,912.00	\$952.96
	252-001-13	0.1331	Premier, Makira/Ulawa Assembly	Granted in Oct-2017	\$10,648.00	\$851.84
	252-001-41	0.1729	Premier, Makira/Ulawa Assembly	Granted in Nov-2017	\$13,832.00	\$1,106.56
	252-001-42	0.1928	Premier, Makira/Ulawa Assembly	Granted in Nov-2017	\$15,424.00	\$1,233.92
	252-001-43	0.414	Premier, Makira/Ulawa Assembly	Granted in Nov-2017	\$28,840.00	\$2,307.20
Lata	Solomon Power yet to acquire land (Lot No: 268-002-0012-008)	0.789	Commissioner of Lands	Commissioner of lands has endorsed SP application. SP is expecting the Lata land title granted in	TBC	TBC
ROW for Power Distribution Lines	The roads are already owned by the provinces		NA	All distribution lines are located on provincial lands except for Makira where the transmission line passes through a private land. SP has the Right of way to construct	NA	NA
Totals		6.6982			\$509,933.45	\$25,474.64

4.4. MOUs

MOU between SP and the United Church of Solomon Islands (UCSI) was signed for construction and excavation of the 11kV underground cable. Deed of settlement has been signed between SP and Harry Bonogo, the owner of a shed located within the solar site in Tulagi. Harry received his payment in December 2019.

4.5. Gender initiatives

Gender specialist position was formally advertised in February 2019. Following evaluation of the applications, four candidates were selected for interview. The selected candidate turned down the offer for this, and so did the second and the third candidates in this period. The fourth candidates do not have enough experience on gender issues. In December 2019, the first candidate reconsidered her decision accepted the offer to take up the post. She signed her contract in December 2019 and supposed to commence work in January 2020. She decided not to take up the position again. Discussion is underway to re-advertise the post in February 2020. Gender awareness for Solomon Power previously planned has been rescheduled awaiting the specialist's commencement of services.

Solomon Power recruitment policy is equal opportunities for all people. Current disintegration of workers by gender in Solomon Power is eighty-one (81) percent men and nineteen (19) percent women.

4.6. Grievance Redress Mechanism (GRM)

SP understands the need to update the GRM to suit the context in each project site. SP GRM is summarized below:

- Affected People (AP) are in the first place to discuss their complaint directly with the Contractor's Project Engineer (PE) and entered in a registry. For straightforward complaints, the PE can make an on-the-spot determination to resolve the issue.
- For more complicated complaints, the PE forwards the complaint to the SP Management. The Management has a maximum of seven days to resolve the complaint and convey a decision to the AP. The AP may, if so desired, discuss the complaint directly with the SP Management. If the complaint of the AP is dismissed, the AP would be informed of their rights in taking it to the next step.
- AP may take the complaint to the Permanent Secretary (PS) in the MECDM who would appoint the Director of the ECD to review the complaint. The PS and Director have 15 days to make a determination.
- Once it is dismissed, the AP has the option to resort to national judicial system if they are not satisfied with the resolution at his/her own cost.

There are no formal complaints to SP regarding the project at this stage.

5. Summary of Safeguards Planned Activities

Activities	Planned Completion Date
Social Safeguards	
All title transfer completed (Lata).	March 2020
Inventory and valuation of Assets (land officer) Lata project site.	March 2020
Consultation and Census on Affected Person (Lata project site).	March 2020
Completion of RP updated report.	April 2020
Implementation of GAP activities (Gender trainings).	March 2020
Environment Safeguards	
Contractor submits revised SEMP for Kirakira and Malu'u.	March 2020
SEMPs and CEMP SP and ADB review and approval.	March 2020
Semi Annual Report Jan and June 2020.	July 2020

6. Annex

6.1. Deed of Release, Discharge & Indemnity

DEED DATED13th..... DECEMBER 2019

BETWEEN: HARRY BONOGO "Bonogo"

**AND: SOLOMON ISLANDS ELECTRICITY
AUTHORITY**
(trading as "Solomon
Power") "SIEA"

DEED OF RELEASE, DISCHARGE AND INDEMNITY

EXECUTION COPY

Dated 13 December 2019

Messrs. Sol-Law
Lawyers
Level 6, Anthony Saru Building
Coronation Avenue
Honiara
Solomon Islands

Tel: +677 23886
Fax: +677 20356

Email: sollaw@sol-law.com.sb

THIS DEED IS DATED13th..... DECEMBER 2019

BETWEEN: HARRY BONOGO "Bonogo"

AND: SOLOMON ISLANDS ELECTRICITY AUTHORITY "SIEA"
(trading as "Solomon Power")

RECITALS

- A. SIEA is the registered Fixed Term Estate holder of Parcel Numbers 181-003-21 ("PN21") and 181-003-240 ("PN240") situated at Tulagi, Central Province (collectively "the Parcels").
- B. Bonogo is the occupier of the Parcels and asserts to have rights of ownership, use or occupation over the Parcels and have been interfering with SIEA's proposed Solar Farm development on the Parcels.
- C. SIEA wishes to proceed with the development of the Solar Farm project unhindered and undisturbed.
- D. SIEA has now taken possession of the larger portion of PN240 whilst Bonogo remains in possession of the encroaching house property and immediate adjacent area within PN240 recently fenced off by SIEA.
- E. Bonogo has been in possession of PN21 prior to SIEA's registration, and SIEA has now entered into possession of PN21.
- F. The parties have agreed to settle all disputes between them on the terms and conditions of this Deed, including without limitation all issues in respect of: -
 - (i) Bonogo's claims of ownership, use or occupation over the Parcels; and
 - (ii) any other matter, issue, right, claim, damages, costs or interest which either party may have against the other;

without admission of liability.

OPERATIVE PART

Due Performance Settles All Issues

1. The due and full performance by all of the parties of their obligations under this Deed shall, subject to the terms of this Deed, constitute a full and final settlement of all proceedings, claims and disputes between the parties including without limitation all issues in respect of -
 - (a) Bonogo's claims of ownership, use or occupation over the Parcels; and

- (b) any other matter, issue, right, claim, damages, costs or interest whatsoever and howsoever arising which either party may have against the other arising whether directly or indirectly from the Parcels.

Bonogo to Retain Possession of Part of PN240

- 2. In consideration of the settlement effected by this Deed:
 - (a) SIEA acknowledges that Bonogo shall be entitled to retain occupation and possession of that part of PN240 recently fenced off from the remainder area occupied by SIEA as shown on the plan attached hereto hatched in red and marked with the letters "SIEA – PN240;
 - (b) Bonogo acknowledges that his house property encroaches on SIEA's land PN 240 and that any future costs of and incidental to a subdivision of that part of the land as shown on the plan attached hereto hatched in red and marked with the letters "SIEA – PN240 shall be at his own cost and expense entirely;

Bonogo to Remove Building and Vacate PN21

- 3. In further consideration of the settlement effected by this Deed, Bonogo shall forthwith and in any event within seven (7) days of the date of this Deed –
 - (a) quit and deliver up vacant possession of PN21; and
 - (b) remove any building or structure erected on PN21, at his own cost.

Bonogo's Ex Gratia Payment

- 4. Subject to the full performance by all of the parties of their obligations under this Deed, and in consideration of the settlement effected by this Deed, SIEA shall pay Bonogo the sum of **SBD25,000.00** following Bonogo's compliance with Clause 2 herein, PROVIDED THAT a property inspection report by SIEA's authorised officer verifying vacant possession of PN21 to the satisfaction of SIEA, is acknowledged.

Bonogo's Discharge Indemnity

- 5. In further consideration of the settlement hereby effected, Bonogo hereby discharges and indemnifies and shall at all times hereafter keep indemnified SIEA from all or any actions, suits, claims, losses or demands by any person whomsoever for any right to possession or property claim, liability, debt, damages, indemnity, contribution, interest or costs of whatsoever nature whether directly or indirectly related or incidental to his claims or in any way related to or any person on behalf of or claiming by or through him may now or at any time prior or subsequent to the execution of this Deed, have against SIEA.

No Admission

6. The Parties acknowledge and agree that nothing in this Deed shall constitute or be construed as an admission of any liability whatsoever on the part of any Party to the other in respect of the Parcels.

Bar to Action

7. This Deed may be pleaded in bar to any future proceedings between any of the parties in respect of its subject matter (other than proceedings for enforcement of the terms of this Deed).

Further Assurance

8. In further consideration of the settlement effected by this Deed, the Parties shall take all steps and perform such actions as may be reasonably necessary to give effect to the terms of this Deed.

Time and Performance

9. Except as provided in this Deed, time shall be of the essence of all obligations hereunder.

Stamp Duty and Costs

10. Each party shall bear its own costs of and incidental to the preparation and execution of this Deed provided that any stamp duty on this Deed will be paid by SIEA who shall indemnify SIEA in respect of same.

Deed Binds Successors and Assigns

11. This Deed binds each of the respective parties and their respective successors and permitted assigns.

Confidentiality

12. The Parties agree that the terms of this Deed are confidential and that no Party shall, without the written consent of all other Parties, disclose the terms of this Deed, either in whole or in part, to any other person except for disclosure: -
 - (a) by a Party to its solicitors;
 - (b) of sufficient details of the Deed as are necessary for the stamping hereof;
 - (c) to fulfill any legal obligation of disclosure to the persons legally empowered to demand such details, as such party may be compelled to disclose, according to law; or
 - (d) as may be necessary for the enforcement hereof.

Acknowledgement of Independent Legal Advice

13. Each of the Parties hereby acknowledge that prior to executing this Deed:
- (a) they obtained independent legal advice in relation to the provisions and effect of this Deed;
 - (b) they fully understood the force and effect of the whole of this Deed; and further acknowledge that they executed this Deed voluntarily and without any inducement, compulsion, duress or undue influence.

Entire Agreement

14. This Deed represents the entire agreement entered into between the Parties relating to the subject matter and any agreement entered into between the Parties prior to the date of this Deed which relates to any of the terms and conditions contained in this Deed, either in whole or in part, is hereby expressly revoked.

Governing Law

15. This Deed shall be governed by the laws of Solomon Islands and the parties agree to submit to the jurisdiction of the High Court of Solomon Islands in respect of any question of interpretation or other dispute arising in connection with this Deed.

SIGNED SEALED AND DELIVERED BY)

HARRY BONOGO on the ...12th... day of)
December 2019, in the presence of)

HARRY - BONOGO



A Commissioner for Oaths/Notary

SIGNED SEALED AND DELIVERED BY)

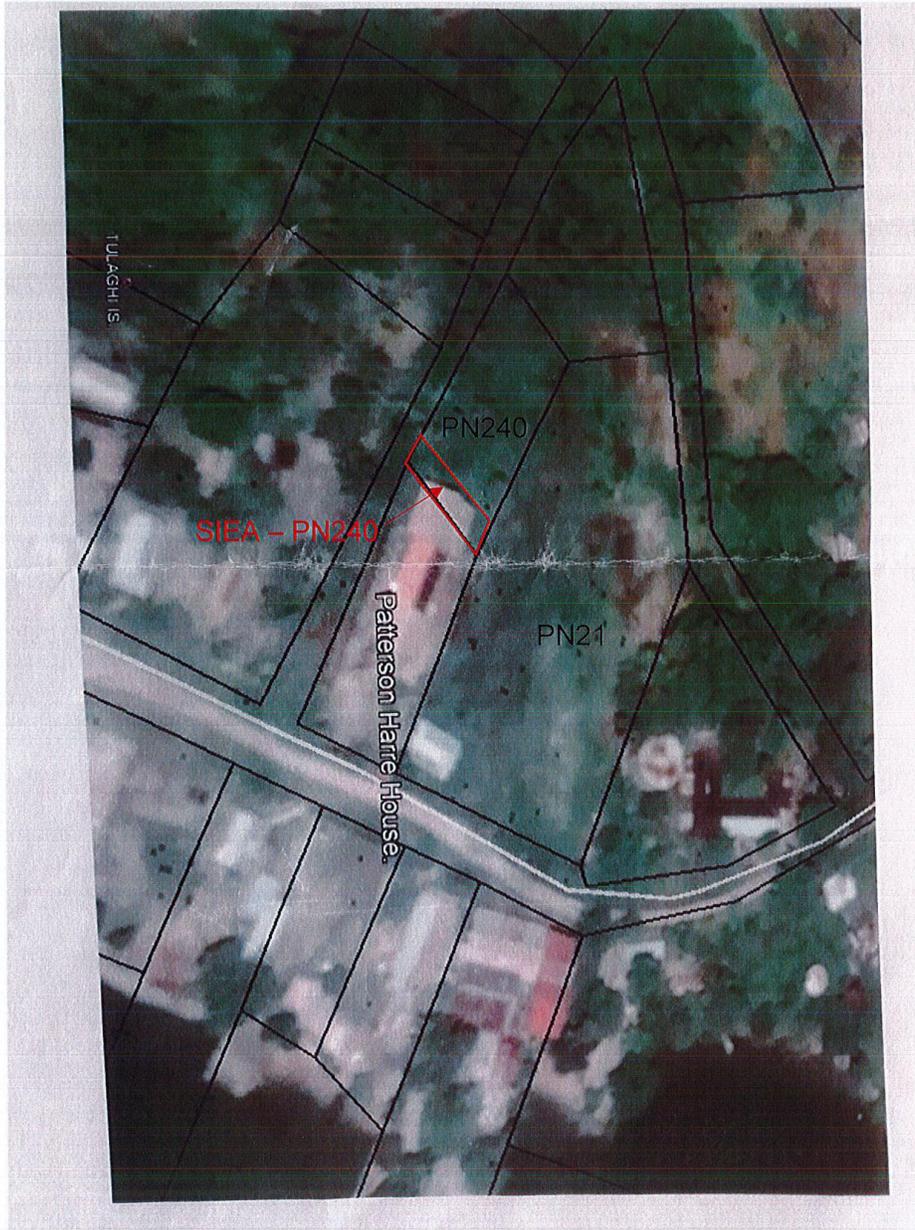
SOLOMON ISLANDS ELECTRICITY)
AUTHORITY by affixing duly authorised)
officer in accordance with its Rules on the)
...29th... day of January 2020 who by his)
signature certifies and warrants that he is duly)
authorised to execute this Deed on behalf of)
SIEA and in the presence of)

Pradip Verma

Pradip Verma
Chief Executive Officer



A Commissioner for Oaths/Notary



6.2. Development Consent

Form 5

SECTIONS 22(3)(a) and 24(3)(a) DEVELOPMENT CONSENT

Pursuant to an application for development dated 3 February, 2017 this DEVELOPMENT CONSENT is issued to SOLOMON ISLANDS ELECTRICITY AUTHORITY to undertake the approved prescribed development in terms of section 22 of the Environment Act.

The approved prescribed development is SOLAR FARM and is located at MALIEU (Malaita), MUNDA (Western), KIRAKIRA (Makira), LATA (Temotu) & TULAGU (Central).

The following conditions shall **APPLY** in addition to the conditions prescribed in these Regulations and in the Act.

1. This Development Consent is valid until such time as the abovementioned approved prescribed development is completed.
2. The holder of this Development Consent shall not undertake or cause to be undertaken any other development other than that.
3. This Development Consent is non-transferable.
4. The holder of this Development Consent, its agent, servants or officers shall permit the Director or Inspectors unhindered entry to any premises or location in which the prescribed development is situated and shall provide any assistance as the Director or Inspector may require.
5. The Director may at any time, vary or remove any conditions or restriction to this consent by notice in writing served on the holder of this consent.
6. The development proponent shall pay the prescribed consent fee on being granted the development consent.
7. The holder shall conduct the approved operations under the development consent only within the area of land specified herein.
8. The holder shall conduct the approved operations under the consent in a manner that complies with the conditions of this consent, the Environmental Management Plan, the Act and subsidiary legislation made under the Act and any safeguards defined herein.
9. The holder of consent must not directly or indirectly release wastewater or hazardous contaminants including hydrocarbons, fuel and oil to any watercourse, waterway or marine environment.
10. When establishing campsites, the holder of the consent must ensure that area and duration of disturbance to land, vegetation and watercourse is minimized.
11. The holder of consent must ensure areas of ecological, cultural or scientific importance such as rivers, streams, lagoons and wetlands on which local communities are dependant for their livelihood and socioeconomic wellbeing are protected unless no other feasible alternative options exist.
12. The holder of consent must ensure barriers of appropriate specifications are in place around areas of cultural and ecological importance or environmentally sensitive areas, to local communities including rivers, streams, gardens and tambu sites.

6.3. Solomon Islands Consolidated Legislation Electricity Act [Cap 128]. Section 34

PART VI GENERAL

Power to enter on and examine land

3 of 1988, s. 15

34.—(1) In the exercise of the powers conferred upon the Authority or a licensee by the provisions of this Act, the Authority or licensee, as the case may be, may by their officers, agents or servants, do all or any of the following—

(a) enter, survey and take levels of any land or any part thereof and also dig out and remove any earth, stone, soil, and gravel whatsoever for the construction, maintenance or alteration of any line or part thereof or for any other purpose in connection with the works authorised by this Act;

(b) after consultation with the local authority, cut and remove from any land any tree or any branch, bough, or other part of a tree growing on such land within fifteen metres of any main or submain used for conducting electricity and which may in any way affect or interfere with the works:

Provided that the Authority or licensee, as the case may be, may cut and remove any tree or any part thereof which is within one metre of a conductor without having to consult with the local authority or Town and Country Planning Board;

(c) open or break up any road:

Provided that such road shall be repaired and relaid by or at the expense of the Authority or licensee, as the case may be, when any necessary work has been completed;

(d) after consultation with the local authority, erect and maintain posts, staywires, poles or pillars in or upon any land and attach, place and maintain wires, lines, conduits and other appliances and things necessary for the works in, under, through or over, across or upon any street, road, land, building, houses or premises:

Provided that before the exercise of any of the powers conferred by the provisions of this paragraph, notice of the intention of the Authority or the licensee, as the case may be, shall be served on the owner or owners or other interested party at least fourteen clear days before the exercise of such power.

(2) In the exercise of any of the powers conferred by the provisions of this section, the Authority or the licensee, as the case may be, shall not be deemed to acquire any right other than that of user only in or over the soil of any land through, over or under which the Authority or the licensee, as the case may be, causes to be placed any of the works.

(3) Any person who sustains any damage or loss by reason of the exercise of any of the powers conferred by this section upon the Authority or a licensee may make application for compensation in writing in that behalf to the Authority, or licensee, as the case may be, at any time before the expiration of three months after the act, matter or thing in respect of which such damage or loss is alleged to have been sustained, and if he fails to make application within the aforesaid period his claim to compensation for the alleged damage or loss may be disallowed.

(4) The amount of compensation payable under the provisions of this section may, in default of agreement, be claimed and determined by civil action in a court.

6.4. On site Monitoring Checklist

Solomon Power Monthly Environment and Social Monitoring Checklist

Monitoring Form No- 1	Locations: <i>Tulagi Solar Hybrid</i>		
Date <i>2/12/19</i>	Time of Day	Start: 4pm-2:30pm <i>10:00am → 1pm</i>	
Weather Conditions	Fine & Dry	✓	
	Cloudy & Wet	Wet <i>Fine</i>	
	Rain	Rain	
Issue	Mitigating Measure	Yes / No	Comments/Corrective measures
Workforce Health & Safety			
1	Weekly Safety Training completed. HIV/AIDS Awareness, for Workers, and Communities with the project Locations	<i>YES</i>	<i>Documentation not seen</i>
2	All workers have vests	<i>YES</i>	
3	All workers have safety shoes	<i>YES</i>	
4	All workers have safety helmets	<i>No</i>	<i>1 worker not in helmet</i>
5	All workers have safety mask and eye protection in dusty conditions	<i>YES</i>	
6	First Aid training Completed	<i>YES</i>	
7	Work Site and machinery secure after hours	<i>YES</i>	
Traffic Management			
8	Safety Signboards being used	<i>YES</i>	
9	Stop Go signs in place, barriers etc..	<i>YES</i>	
Water Quality			
10	Drainage from construction area does not flow directly into water bodies	<i>YES</i>	<i>Drainages need to be repaired - stagnant water behind solar farm</i>

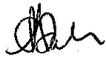
11	Use of silt control device e.g. Silt fence, coffer dams, bund	NA
12	Proper management of oil/fuel and other chemicals	Yes
Air Quality		
13	Dump Trucks loads are covered when transporting material	NA
14	Water Tanker being used for dust control	NA
15	Emission of smoke from construction machineries	None
Storage of Hazardous Material		
16	Storage area have proper surface drainage or with perimeter cut-off drain	Yes Need repair
	Bund walls	NA
Construction Camp		
17	Camps are built to the standard building codes	NA
18	Camp site clean and compliance to health and safety requirements	YES
19	Code of Conduct Prepared & Distributed	YES
Waste Management		
20	Garbage receptacles set up at construction sites and regularly cleared	YES Only 1 at this stage. Need at least 2 whitty bins on site
21	Sufficient training in appropriate waste disposal methods	YES No documentation to indicate training conducted.
Resettlement and Social Interactions		
22	Equal participation of communities (unskilled and skill works)	YES ^{Vegetation} clearing at the site involves communities and women
23	Grievances	YES Need a register

24	Gender inclusive	NA -
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Witnessed and Signed by



SP Representative

Ann Marie Daka
 PM 

Contractor Representative

SYLVIAN KARUNAGE PERMAZ
 CBS
 Supervisor
~~Ann Marie Daka~~